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	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*738 0	*1,022 0
30	112 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*939 10	*1,343 10
50	147 0	276 10	*626 10	*1,116 0	.....
60	197 10	372 0	*836 10	.....	.....

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The Solicitors' Journal and Reporter.

LONDON, MAY 17, 1890.

CURRENT TOPICS.

ACCORDING to the latest reports, Mr. Justice KAY intends to resume his duties in Trinity Sittings, which commence on Tuesday, June 3.

HER MAJESTY'S birthday is appointed to be kept on the 21st inst., and although, contrary to wont, the day is not a Saturday, it is anticipated that all the judges will take advantage of rule 2 of order 63, and that none of them will sit on that day.

FROM THE VACATION notice, which we print elsewhere, it appears that Mr. Justice VAUGHAN WILLIAMS will act as Vacation Judge during the recess, which lasts from the 24th inst. to June 2, both days inclusive. There will be no sittings in court during that period, but there will be attendance in chambers on the 28th and 30th insts.

THE MORAL of a case decided this week by a divisional court is that there must be added to the requisitions upon the purchase of a house likely to be supplied with water by a water company an inquiry whether all the water rates have been paid. Section 4 of 50 & 51 Vict. c. 21 provides that, "where the owner, and not the occupier, is liable by law or by agreement with the water company to the payment of the water rate in respect of any dwelling-house or part of a dwelling-house occupied as a separate tenement, . . . such water rate, without prejudice to the other remedies of the company for enforcing payment thereof from such owner, shall, together with interest thereon at the rate of £5 per cent. per annum, computed from the expiration of one month from the time when the same has been claimed by the company until receipt thereof by the company, *be a charge on such dwelling-house in priority to all other charges affecting the premises*." Now, under section 72 of the Waterworks Clauses Act, 1847 (10 Vict. c. 17), all owners of "dwelling-houses or parts of dwelling-houses occupied as separate tenements" of not exceeding the annual value of £10 are liable to water rates instead of the occupiers; and from the language of section 4 of the recent Act the provision of that section would seem to have been intended to apply to the case of such owners. But the words "or by agreement with the water company" were slipped into the section, and as agreements *in writing* are not mentioned, it is impossible to ascertain that there may not have been such agreement in the case of any house. For instance, the house may have been unlet and in charge of a caretaker, in which case the owner will have agreed with the water company to pay the water rate. Hence it would seem that the solicitor acting for a purchaser should always make the inquiry above suggested.

THE CASE of *Bonner* v. *Lyon*, which we report elsewhere, may be usefully compared with *Leake* v. *Driffield* (38 W. R. 93). In

the latter a married woman, at the time of entering into a contract, had no free separate estate except the clothes which she had bought for herself and her children out of her separate income, and as it was held that the contract could not be deemed to have been made with respect to these, she was not liable. In the former the lady was in the habit of buying expensive clothes and jewellery, and the contract in question was one for the purchase of articles of the latter description. An opposite result was not unnaturally arrived at, and she was held to be liable. According to *Palliser* v. *Gurney* (35 W. R. 760, 19 Q. B. D. 519) it is necessary that the married woman shall have at the time of the contract some separate property, but the question of whether it is bound still depends upon sub-section (3) of section 1 of the Married Women's Property Act, 1882. By that, "every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to and to bind her separate property, unless the contrary be shewn." The important point, therefore, is how the contrary can be shewn, and this appears to depend upon the nature of the property, and not upon any proof of actual intention on the part of the married woman. Thus, in *Harrison* v. *Harrison* (13 P. D. 180) the fact that the property was inalienable was sufficient to shew that the contract was not entered into with regard to it; and, as we have seen in *Leake* v. *Driffield*, a similar conclusion was arrived at when the property consisted solely of clothes. But these decisions rest merely on the ground that the contract could not reasonably be supposed to be entered into with regard either to inalienable property or to ordinary clothes, and this supposition is not to be carried further than is necessary. Where, as in the present case, there is expensive clothing or jewellery, which can, if necessary, be turned into money, other considerations, of course, apply, and there is nothing to exclude the possibility of the contract having been entered into with regard to them. It should be noticed that the actual intention of the married woman seems to be quite excluded, and very properly. If there is no objection arising from the nature of the property it would be out of the question for her intention to influence her liability, unless it were communicated to and acquiesced in by the other contracting party. At the same time, it is not a little illogical that an actual intention should have less weight allowed to it than a presumed one.

In the case of *Re Robson* (reported elsewhere) a taxing master attempted to upset what, so far as our experience goes, has become a general practice with regard to charging for a lease made in consideration of an annual rent and also of a premium. In the case in question the lessor's solicitor claimed a sum of £56, made up of £14, the scale fee in respect of the rent, according to the second scale in Part II. of Schedule I., and £42, as the scale fee in respect of the premium. This £42 was the scale fee, to which, under Part I. of Schedule I., a vendor's solicitor would have been entitled "for deducing title and perusing and completing conveyance," in the case of a sale of freehold property at a price of £4,400, the premium paid for the lease. The taxing master disallowed the £42, on the ground that, in the case of a purchase, the solicitor (as was held in *Re Lacey* (28 Solicitors' Journal, 123, 25 Ch. D. 301) and *Newbould* v. *Bailward* (33 Solicitors' Journal, 94, 14 App. Cas. 1)) would not have been entitled to the scale fee, unless the title was deduced, as well as the conveyance completed. And in the present case, there being no special agreement, the lessee was not entitled to call for the lessor's title, and no title was deduced or abstract delivered. But the taxing master gave the solicitor an option of bringing in a bill (in addition to the £14) for remuneration according to the old system, as altered by Schedule II. to the Remuneration Order. Mr. Justice North held that the taxing master was clearly wrong in giving this option, because, if the solicitor sent in such a bill, he could only make full charges for all the work which he had done, and the result would be that the solicitor would be paid twice over for the same work—by full charges under the old system, as altered by Schedule II., and by the scale fee in respect of the rent. The learned judge was of opinion that a solicitor must be paid, either according to the scale, or, independently of the scale, under Schedule II., and that he could not, in respect of one and the same piece of business, be entitled to a compound remuneration, made up of a scale fee and charges under Schedule II. But he held that the solicitor was entitled to the £42, as well as the £14, and that rule 5 of the Rules applicable to Part II. of Schedule I. exactly applied to the case. The reference in that rule to "the remuneration on a purchase at a price equal to the premium" was intended, he thought, to avoid the repetition of the table in Part I. of Schedule I. shewing the scale of remuneration, as though there had been a reference to it *mutatis mutandis*, and was not meant to narrow its application to cases precisely identical, or to exclude (as would be the result of the taxing master's decision) almost all leases at a premium from its operation. For (except in the very few cases in which there was an express agreement to the contrary) a lessee was not entitled to call for the lessor's title, and there would not be any deduction of title by the lessor's solicitor, and if, as might frequently be the case, a lease were granted at a merely nominal rent in consideration of a large premium, the remuneration provided for the solicitor by the scale fee in respect of the rent might be wholly inadequate. The decision (from which, as we understand, it is not intended to appeal) must be very satisfactory to the profession, and it appears to us to be in accordance both with the words and the spirit of the Remuneration Order. We are glad to notice in the more recent decisions a tendency to construe the Order favourably to solicitors, when it is reasonably possible to do so. We had frequent occasion to remark on the tendency in some of the earlier decisions—even of the Court of Appeal—almost to strain the construction of the Order adversely to solicitors. We trust that their interests will, in future, meet with less harsh treatment, and that it will not be assumed that *primâ facie* the charges made by a solicitor are wrong. Probably the decision of the House of Lords in *Newbould* v. *Bailward* has had some influence upon the spirit in which the Remuneration Order is now approached by the courts.

There appears to be such a general consensus of opinion as to the desirability of the changes in procedure which Mr. Finlay proposes to effect by "The Supreme Court of Judicature Bill, 1890," that one wonders why the reform has been so long delayed. Rumours of impending changes upon the lines of Mr. Finlay's Bill have for some time been current, but no definite proposal upon the subject has hitherto been made. We would suggest that Mr. Finlay's Bill, which is good so far as it goes, might with advantage be made to go considerably further. If applications for new trials in jury cases, and appeals from the judge in chambers, are to go direct to the Court of Appeal, why not let divisional courts go by the board altogether? The objection to this, of course, is the large amount of additional business which would be thrown upon the hands of the Court of Appeal. But Mr. Finlay's proposals involve a very large increase in the work of the Court of Appeal. With regard to applications for new trials, it was pointed out by Lord Justice Bowen, in an article in the *Law Quarterly Review* for January, 1886, that, if applications for new trials in jury cases were to go direct to the Court of Appeal, the result would be the addition of some two hundred causes a year to the list of one of the divisions of that court. The appeals from chambers would probably amount to considerably more than this. Thus it seems tolerably clear that it would not be possible to carry out Mr. Finlay's scheme without increasing the number of the Lords Justices, with a view to the constitution of a third division of the Court of Appeal. And if this change has to be made, why should not all the work which is now done by the divisional courts be transferred to the Court of Appeal? In this connection we may point out that the right of appeal from court to court which at present exists in so many cases was foreign to the scheme of the Judicature Act, 1873. Section 20 of that Act contemplated the abolition of all appeals to the House of Lords, though, as a matter of fact, the section never came into operation, since it was suspended by section 2 of the Judicature Act, 1875, and the appellate jurisdiction of the House of Lords was established by the Appellate Jurisdiction Act, 1876. Divisional courts are, no doubt, an interesting survival, but that in itself is scarcely a sufficient justification for their continued existence. Lord Justice Bowen has himself drawn a strong indictment against them. In the article to which we have referred he says: "The three great courts of banc that used in former times to sit at Westminster, each under the presidency of its Chief Justice or its Chief Baron, were usually courts of four. The collective weight and experience of a tribunal

of the kind were so considerable that their judgments, as a rule, were satisfactory, and the public and the profession acquiesced with equanimity in the state of the law which prohibited appeals in all but a specified class of cases. However special the subject-matter of the litigation, there was sure in the old days to be some one member of the court within the range of whose knowledge it fell; and the judgments of these splendid courts of banc made the English law respected in every English-speaking country. Instead of banc courts of four, the members of which were trained to work with one another, our divisional courts in the Queen's Bench are now composed of three or two judges, who select in rotation the court in which they are to sit. The Crown Paper upon this plan may be dealt with by two judges whose experience at the bar and on the bench may have lain in subjects other than Crown practice. Appeals from chambers may be heard before two judges whose familiarity with chamber work has been slight, though their legal acquirements in every other field of the law are above all praise." There is an alternative scheme to that of transferring the work of the divisional courts to the Court of Appeal—namely, a bold extension of the single-judge system. It is, at any rate, difficult to see why the whole of the appellate business of the High Court should not be transacted by judges sitting alone. An objection which has been urged against the single-judge system is, that a judge sitting alone would be called upon to review the decisions of one of his own colleagues; but this difficulty could be avoided by a provision that all appeals from a judge in chambers should go to the Court of Appeal. The adoption of either of these schemes would obviate the grievous waste of judge-power which is the blot upon our present system.

THE DECISION of Court of Appeal No. 1 in the case of *Cochrane* v. *Entwistle* (reported elsewhere) goes further, we think, than almost any previous decision in giving the fullest effect to the stringent provisions of section 9 of the Bills of Sale Act, 1882, for avoiding bills of sale which are not made "in accordance" with the form given in the schedule to the Act. The action was brought by the holder of a bill of sale, given as security for an advance of money to the grantor, against a sheriff, claiming damages for an alleged wrongful sale under a *fi. fa.* issued to enforce a judgment against the grantor of the personal chattels comprised in the security. The defence was that the bill of sale was void under section 9. The only way in which the bill of sale differed from the statutory form was this. The grantor was a farmer, and by the instrument she assigned to the grantee as security "all and singular the several chattels and things specifically described in the schedule hereto annexed, and now in and about the premises known as Poulteny Lodge Farm," and there were added these words, "*together with all tenant-right valuation, goodwill, tillages, and interest of the mortgagor in and to the said farm, lands, and premises.*" The schedule contained a detailed enumeration of various articles of furniture and household goods, and there were added the same words as to "tenant-right valuation," &c., which occurred in the body of the deed. The court, affirming the judgment of MANISTY, J., held that, by reason of the addition of those words, the bill of sale was not "made in accordance with" the statutory form, and was, therefore, void as regarded the personal chattels comprised in it. On behalf of the grantee reliance was placed upon *Re Burdett* (32 SOLICITORS' JOURNAL, 222, 20 Q. B. D. 310), as shewing that the security on the personal chattels might be severed from the rest of the deed, and that the other property which was comprised in the assignment, and which did not come within the Act, might be put out of sight in considering the validity of the document as regarded the personal chattels. The court, however, said that *Re Burdett* did not apply, the question there being, whether the fact that a bill of sale was not in the statutory form rendered it void, not only as regarded the personal chattels comprised in it, but also as regarded some trade machinery, which did not come within the statutory definition of "personal chattels," and it was there held that the bill of sale remained valid as to the machinery, though it was void as to the personal chattels. The statutory form of bill of sale contemplated an assignment of only personal chattels, and the present instrument was clearly not in the statutory form. Nor was it "in accordance with" the form, for it did not produce substantially the same legal effect. On the contrary, it had a different legal effect, for it dealt with things which were entirely outside the scheduled form. The Master of the Rolls said that, if such a bill of sale were upheld, the protection which the Act was intended to give to ignorant and careless borrowers would be entirely done away with. The result of this and some other recent decisions —notably *Parsons* v. *Brand* (*ante*, pp. 293, 297)—seems almost to amount to this, that no bill of sale can be relied upon as a security unless it is made *verbatim et literatim* in the statutory form. And, indeed, this was the effect of the judgment of Lord Justice FRY in the well-known case of *Ex parte Stanford* (30 SOLICITORS' JOURNAL, 418, 17 Q. B. D. 259), in which he differed from the rest of the court, and expressed the view that the Legislature had required the contract in the case of a bill of sale "to be clothed in a particular form under pain of nullity." At any rate, this is clear, that a mortgage of "personal chattels" cannot be safely joined with a mortgage of real estate or chattels not coming within the definition of "personal chattels" contained in the Act. Whether, by these stringent regulations, the Legislature have really benefited the "ignorant and careless borrower" is, we think, much more doubtful. As matters now stand, he will, we imagine, if he can give no other security than that of "personal chattels," have little chance of obtaining a loan from any but an "ignorant and careless lender."

EVADING THE BILLS OF SALE ACTS.

THE decision of the Court of Appeal in *Re Mary Watson, Ex parte The Official Receiver*, is a useful commentary on the current methods of evading the Bills of Sale Acts, but the circumstances were hardly of such difficulty as to justify the assembling of the full court. It was said that the previous decisions had been conflicting, but the charge was emphatically repudiated by the Master of the Rolls, and the more recent cases at any rate afford no ground for it. The difficulty seems to have arisen from the doubt which was thrown on *Allsopp* v. *Day* (7 H. & N. 457) in *Ex parte Odell* (27 W. R. 274, 10 Ch. D. 76), but the matter has been fully cleared up since in the cases of *Yorkshire Railway Wagon Co.* v. *Maclure* (21 Ch. D. 309) and *North Central Wagon Co.* v. *Manchester, Sheffield, and Lincolnshire Railway Co.* (35 W. R. 443, 35 Ch. D. 191), and it might have been supposed that these decisions would afford a reasonably certain guide to the inferior courts in the present instance. That there is an element of uncertainty in the cases it is, of course, impossible to deny, and this is, indeed, incident to the nature of the transactions in question. The object is always to raise a sum of money, and whether this is done in a manner which violates, or which successfully evades, the Bills of Sale Acts must often prove a nice point for decision. It is clear, however, that the two methods exist, and successful evasion of the Acts has not only been recognized, but the test to be applied to it laid down.

It was well settled by a series of cases on the Act of 1854 that a mere receipt for purchase-money was not a bill of sale, and this upon the ground that it was not a document by which the property in the goods passed. The transfer took place quite independently, and was in no way affected by such an arrangement as that upon repayment of the money the property should revest in the vendor, or, to give him his true title, the borrower: *Thomson* v. *Barrett* (1 L. T. N. S. 268), *Allsopp* v. *Day* (*supra*). But in *Ex parte Odell* (*supra*) the whole transaction was so dependent upon the documents, and was shewn by these to be so clearly a loan and nothing more, that the Court of Appeal refused to admit this consideration. In that case there were two documents—one an inventory of the goods, carrying at the foot a receipt for £150 as "for the absolute sale" thereof; and the other a hiring agreement, under which the lender was to be at liberty, in case of default, to seize and sell, but any surplus of the money so realized over the amount of the loan was to go to the borrower. It is obvious that this latter provision was conclusive as to the real character of the transaction, and by itself was sufficient to rebut the idea that anything in the nature of a *bonâ fide* sale had been contemplated. At the same time, it seems probable that the court had not then clearly realized the distinction between the documents themselves and the transaction of sale which might possibly be supported without reference to them, and this accounts for the doubt which was thrown on *Allsopp* v. *Day*. The same error seems to have been committed

in *Ex parte Cooper* (27 W. R. 298, 10 Ch. D. 313), though that case also has been explained on the ground that, apart from the document, there was in fact no sale: *Woodgate* v. *Godfrey* (28 W. R. 88, 5 Ex. D. 24).

The more recent cases, however, seem to have removed this temporary obscurity. In *Yorkshire Railway Wagon Co.* v. *Maclure* (*suprà*) a railway company wished to borrow money, but found that they had no power to do so. They accordingly achieved the same result by a device exactly similar to that used in the cases under consideration. They sold their locomotives and wagons to the plaintiffs, and at the same time hired them back at a rate which would repay the advance, with interest, in five years. At the end of this time the goods were to be repurchased at a nominal price, but upon default they might be seized and taken away. This arrangement was carried out under the advice of counsel, and was successful. But its success was due to the fact that it was found to include a *bonâ fide* sale, and that it was not a mere device or cloak to conceal a loan. The money was, in fact, obtained, and the statute which forbade the borrowing may thus be said to have been evaded, but LINDLEY, L.J., commented on this in the following terms:—"There is always an ambiguity about the expression 'evading an Act of Parliament.' In one sense you cannot evade an Act of Parliament; that is to say, the court is bound so to construe every Act of Parliament as to take care that that which is really prohibited may be held void. On the other hand, you may avoid doing that which is prohibited by the Act of Parliament, and you may do something else equally advantageous to you which is not prohibited by the Act of Parliament." In the above case the railway company had adopted the latter course, and were therefore safe.

Still more to the point is the case of *North Central Wagon Co.* v. *Manchester, Sheffield, and Lincolnshire Railway Co.* (*suprà*). That was an ordinary case under the Bills of Sale Acts in which a loan had been effected by sale and redemise. The documents consisted of an invoice, receipt, and a hiring agreement, the last including power to seize on default, and provision for repurchase at the end of the term at a nominal price. In the Court of Appeal it was held, as in the case last referred to, that this arrangement was perfectly legitimate, and that a *bonâ fide* sale of the goods had been proved without any allusion to the invoice and receipt. Even, therefore, if these were invalid for want of registration, the transaction of sale would not thereby be affected. A clear distinction was thus drawn between the transaction itself and the documents which accompanied it. If the transaction could stand without the documents, well and good; but if, to support it, reference must be made to these, then the question of their invalidity for want of registration would arise. Although, however, this is obvious enough, it is a very different thing to say that every transaction which the parties feign to be one of sale is to be treated as such by the courts, and yet this seems to have been assumed in the later decisions of inferior judges. But the judgments given in the House of Lords in the same case (37 W. R. 305, 13 App. Cas. 554) ought to shew that the real nature of the transaction is to be scanned as closely as ever. In *Ex parte Odell*, as we have seen, the hire agreement shewed clearly that the transaction was one of loan. The pretended purchaser was to be at liberty, in case of default, to seize and sell the goods, but only for the payment of his debt; any surplus was to go to the vendor. But in the present case, as in that of *Yorkshire Railway Wagon Co.* v. *Maclure* (*suprà*), there was no such stipulation. Upon this distinction stress was laid by Lord HERSCHELL (13 App. Cas., at p. 560), and Lord MACNAGHTEN pointed out (p. 567) that the vendors retained no right of redemption. It is thus clear that, while a transaction of sale, although entered into merely as a device for raising money, may be supported, yet it is necessary that it should be a sale *bonâ fide*, and to determine this the court will consider both the circumstances of the alleged sale and the tenour of all the documents that passed at the time. This conclusion appears to be supported by all the cases above referred to.

But if such is the law, the present case of *Re Mary Watson* presents no difficulty whatever. According to the finding of the county court judge there was never any intention on the part of the borrower to sell her furniture, and the transaction was, in fact, one of loan or mortgage, and not a sale with a right of repurchase. In other words, there was not that *bonâ fide* sale which the courts have uniformly insisted upon as the condition of success in the use of this device. It is curious that Lord MACNAGHTEN, in discussing the nature of the transaction in *North Central Wagon Co.* v. *Manchester, Sheffield, and Lincolnshire Railway Co.* (*suprà*), says that "as regards their legal incidents, there is all the difference in the world between a mortgage and a sale with a right of repurchase," thus expressly calling attention to the fact that in cases of this kind the two are to be distinguished; and, as we have already said, no doubt was felt in the House of Lords that, in making this distinction, it is the substance of the transaction that must be looked at. And yet, with these words before them the county court judge and the Divisional Court said that a transaction which had been found in fact to be a mortgage was to be treated as a sale simply because it was so styled in the documents. It is not surprising that Lord ESHER expressed himself somewhat strongly upon the manner in which the decisions had been misunderstood.

POWER OF COUNTY COURT JUDGES TO GRANT NEW TRIALS.

IN our issue of last week (*ante*, p. 449) attention was called to the recent case of *Murtagh* v. *Barry*, in which it was held by the Queen's Bench Division that, where a county court judge has granted a new trial upon the ground that the verdict given by the jury was against the weight of evidence, his decision can be reviewed on appeal to the High Court. We now propose, in fulfilment of our promise, to resume the discussion of this case, which, from its practical importance, merits detailed consideration. It is quite clear that, *prior* to the County Courts Act, 1888, the decision of a county court judge, upon an application to him for a new trial, could not have been questioned on appeal (*Machardy* v. *Liptrott*, 19 Q. B. D. 151; *Jacobs* v. *Dawkes*, 35 W. R. 649; see also *Morris* v. *Lowe*, 34 W. R. 45; *Rawnsley* v. *Lancashire and Yorkshire Railway Co*, 35 W. R. 771)—(1) because such an application was, in its nature, *interlocutory*, and therefore not within the enactments which, prior to the County Courts Act, 1888, governed the right of appeal; and (2) because the county court judge possessed by statute an unfettered discretion with regard to applications for new trials.

So far as the *first* of these grounds is concerned, it can, it seems, no longer be maintained, as section 120 of the County Courts Act, 1888, must, according to a recent decision (*Dinger* v. *Mathews*, 88 L. T. 139), be taken to have removed the disability to appeal to the High Court against an interlocutory order of a county court which formerly prevailed. But it is submitted that no appeal, even now, lies against the order of a judge refusing a new trial when the application is made on the ground solely that the verdict is against the weight of evidence (Heywood's Annual County Court Practice, 1890, p. 388; *Wilton* v. *Leeds Forge Valley Co.*, 32 W. R. 461), as there is still no appeal from a county court upon a question of *fact*, but only where either party in any cause is, to use the language of section 120, "*dissatisfied with the determination or direction of the . . . court in point of law or equity, or upon the admission or rejection of any evidence.*" In this state of the law it follows that, in the case under discussion (*Murtagh* v. *Barry*), there was no right of appeal, and it is probable that the Divisional Court would have so held had such right been directly questioned by preliminary objection. The case of *Dinger* v. *Mathews* (*ubi sup.*), where the right of appeal from the decision of a county court judge upon an application for a new trial was affirmed, in no way militates against the view just expressed, as the decision there complained of was a misdirection upon a point of law.

As regards the *second* of the above-mentioned grounds, it is submitted that it is not in any way weakened by the County Courts Act, 1888, which provides, by section 93, that "the judge shall also, *in every case whatever have the power, if he shall think just*, to order a new trial to be had upon such terms as he shall think reasonable, and in the meantime to stay the proceedings. These words would certainly seem to confer upon the county court judge an unfettered discretion as to granting a new trial, in no way limited by the Rules of Court (Pitt-Lewis's County Court Practice, 4th ed., vol. 1, p. 559), though, in the exercise of such discretion, he would

probably not reject the guidance afforded by the decisions of the High Court on applications for new trials. In support of this view, attention may usefully and appropriately be called to the case of *Reg.* v. *The County Court Judge of Greenwich* (36 W. R. 668), where it was held that an order made by a county court judge granting a new trial cannot be impugned, by means of a prohibition, even where there was no evidence to justify the making of the order, provided the subject of the suit and the application for a new trial were within his competence and jurisdiction. In his judgment in this case WILLS, J., thus expresses himself:—"It has been urged that we have a right to review the grounds on which the application was based. I admit that we have a right to see whether these were so ridiculous or absurd as not to constitute any grounds at all on which a court should act, because in such a case the judge would be held not to have exercised his judgment at all, and we might prohibit a judge from granting a new trial without having practically exercised his judicial function at all. But beyond that limit I think we have no jurisdiction to review the discretion of the judge."

From one point of view, no doubt, it may appear unreasonable to claim, on behalf of county court judges, an unfettered discretion over applications to them for new trials. But it must not be forgotten, that, as pointed out by Lord COLERIDGE, C.J., in *Morris* v. *Lowe* (34 W. R. 45), county court procedure is intended to be inexpensive, and that if an appeal is to lie in every interlocutory matter it will be very much the contrary. Moreover, county court suitors are often ignorant, as well as poor, and it does not, therefore, seem unreasonable that a county court judge should, in dealing with applications for new trials made by such persons, be at liberty to take all the circumstances of each case into his consideration, and sometimes to grant a new trial on grounds which, in the High Court, would not be available, but which nevertheless may with propriety be allowed to prevail in county court cases. That the unfettered discretion claimed by county court judges over applications for new trials has hitherto been wisely and temperately exercised by them may, we think, with confidence be asserted.

CORRESPONDENCE.

THE MARRIED WOMEN'S PROPERTY ACT, 1882.

[*To the Editor of the Solicitors' Journal.*]

Sir,—If your correspondents "London Agents" refer to the last paragraph of the exhaustive series of papers which appeared in the SOLICITORS' JOURNAL on "Separate Estate" at the beginning of this year (*ante*, p. 194) they will find *Beckett* v. *Tasker* quoted as supporting his conclusion that the Act applies only to such separate property as a married woman, and not a widow, may acquire. A closer examination of the case fully bears out this statement.

On the question of proof of separate estate, there seems no ground for inferring that the death of the husband affects the *status quo* when the contract was entered into, and, being a post-nuptial contract, the writ or pleadings should certainly contain the allegation of the defendant being "sued in respect of separate estate" under *Tetley* v. *Griffith*; the *onus* of proof of possession at the time of contract (beyond the mere allegations) resting with the plaintiff under *Southern Counties Deposit Bank* v. *Farquhar* (*ante*, p. 182)—not noticed by your correspondents. The inference naturally follows that any judgment would be limited as in *Scott* v. *Morley*, and would otherwise be held irregular.

The inference to be drawn is that the contract with a married woman rests on the trust that she will not dispose of her separate estate after contract made and before judgment, and if Mr. Weller, senior, had been a creation of to-day, his *dictum* would probably have been "Beware of married women and widdies." T.

On the 8th inst. in the House of Lords Lord Barrington asked the Lord Chancellor whether the justices appointed under the Lunacy Act, 1889, had jurisdiction to make orders under the Lunacy Act, 1890, or whether it was necessary that they should be re-appointed under the later Act. The Lord Chancellor said: The justices appointed under the Lunacy Act, 1889, have jurisdiction to make orders under the Lunacy Act, 1890; the jurisdiction established under the Act of 1889 was expressly preserved by section 342 of the Consolidation Act. I understand that some doubts have been raised, and I think it very important that it should be clearly understood that they have the same jurisdiction under the existing Act as they had under the statute by which they were appointed.

CASES OF THE WEEK.

Court of Appeal.

Re MARY WATSON, *Ex parte* OFFICIAL RECEIVER—No. 1, 13th May.

BILL OF SALE—HIRING AGREEMENT—POWER OF COURT TO GO BEHIND FORM OF DOCUMENT.

Appeal from the Divisional Court, affirming an order of the judge of the Liverpool County Court. Mrs. Watson, being desirous of obtaining a loan upon the furniture in her house without executing a bill of sale, applied to one Love for an advance, and he agreed to advance £150. Accordingly an inventory and a valuation was made of the furniture, and Love came to Mrs. Watson's house and Mrs. Watson handed to him a chair on behalf of all the furniture, and Love paid her £150. Mrs. Watson then signed a hiring agreement to which the inventory and valuation were annexed, in which Love was described as the owner of the furniture and Mrs. Watson as the hirer, and it stated that Love agreed to let the furniture to her, she paying him a rent of £40 every four months, the furniture to become the property of Mrs. Watson when £200 in rent was paid, but until then it was to remain the absolute property of Love; and Love might terminate the hiring and retake possession upon certain conditions. According to the evidence of Mrs. Watson, she did not intend to sell her furniture to Love, but did not mind what was the form of the transaction so long as she received the money and could get back her furniture upon repaying Love £200, though she admitted that she was told that she was selling her furniture to him. The evidence on behalf of Love was, that he refused to do anything but buy the furniture and hire it out to Mrs. Watson again, and that this was fully explained to her at the time. Mrs. Watson soon afterwards filed her petition in bankruptcy in the Liverpool County Court, and shortly before this Love took possession of the furniture under a condition in the hiring agreement. The official receiver applied for an order that the transaction with Love was a bill of sale and was void as against him under the Bills of Sale Acts. The county court judge found as a fact that Mrs. Watson did not intend to sell her furniture, and that the transaction in reality was a mortgage and not a sale, and that the documents were intended by Mrs. Watson to be the record of the transaction and of Love's title. He held, however, as a matter of law that, by the decision of Fry, L.J., and Mathew, J. (sitting as a divisional court), in *United £40 Loan Club* v. *Buxton* (not reported), he could not go behind the form of the documents, and so refused the application. The Divisional Court (Cave and Lawrance, JJ.) considered themselves bound by the decision of Cave, J., in *Re Yarrow* (61 L. T. N. S. 642), and affirmed this order.

THE COURT (Lord ESHER, M.R., and COTTON, LINDLEY, FRY, and LOPES, L.JJ.) allowed the appeal. Lord ESHER, M.R., said that the judge had found as a fact that Love did not in reality intend to buy, and Mrs. Watson did not intend to sell, the furniture; that the handing over of the chair was a sham; and that Love lent the money on the security of the furniture. The inventory and the hiring agreement were the evidence of his security, and without those documents there could be no evidence whatever of his security or of her liability to pay the instalments. It was at the very least a "licence to take possession of personal chattels as security for a debt," and came within the definition of a bill of sale given in section 4 of the Bills of Sale Act, 1878; or if the property in the furniture did pass by the transaction to Love, then it was a mortgage, and the documents were an "assurance" and constituted a bill of sale within that section. That being the truth of the transaction, was the court as a matter of law, where the transaction was not in the form of a bill of sale, precluded from going through the document to get at the truth. For himself he protested that no document would prevent him from getting at the truth and trying the case upon the real facts. There was no decision compelling them to hold that they could not go behind the document. In *United £40 Loan Club* v. *Buxton* the court came to the conclusion that there was a *bonâ fide* sale, and that consequently the document was not a bill of sale. That case, therefore, did not support the judgment of the county court judge. Then with regard to the cases in this court which Cave, J., criticised in *Re Yarrow* and thought inconsistent with each other, they seemed to him to be perfectly consistent, and in all of them the court refused to be bound by the form of the documents, and inquired into the truth of the transaction. Those cases were *Yorkshire Railway Wagon Co.* v. *Maclure* (30 W. R. 761, 21 Ch. D. 309), *North Central Wagon Co.* v. *Manchester, Sheffield, and Lincolnshire Railway Co.* (35 W. R. 443, 35 Ch. D. 191, and in the House of Lords in 37 W. R. 305, 13 App. Cas. 554), and *Gapp* v. *Bond* (35 W. R. 683, 19 Q. B. D. 200). If Kay, J., in *Redhead* v. *Westwood* (59 L. T. N. S. 293) intended to decide anything to the contrary, he was unable to agree with him. No doubt parties might evade an Act, but if they tried to do it by putting forward documents which contained a false description of the transaction, the court could always go through the documents to the truth. In the present case the transaction was a loan, the terms being contained in the document, and it was at least a licence to take possession as security for the loan, and was therefore a bill of sale, and, not being registered, was void. The appeal must therefore be allowed. COTTON, L.J., concurred. LINDLEY, L.J., concurred. The hiring agreement was in truth either a "licence to take possession of personal chattels as security for a debt," or if the lender set up a title to the furniture in himself by the borrower being estopped by the document, then the document became an "assurance of personal chattels," and in either case it was a bill of sale. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Sir Edward Clarke*, S.G., and *Muir Mackenzie*; *A. J. Allen*. SOLICITORS, *Solicitor to the Board of Trade*; *J. R. Hall*, for *White*, Southport.

GUARDIANS OF THE HEADINGTON UNION, Appellants; **GUARDIANS OF THE IPSWICH UNION**, Respondents—No. 1, 12th May.

POOR LAW—SETTLEMENT—ILLEGITIMATE CHILD—PLACE OF BIRTH—SETTLEMENT OF MOTHER—ONUS OF PROOF—4 & 5 WILL. 4, c. 76, s. 71.

Case stated by quarter sessions on appeal against an order of removal which adjudged the place of the pauper's last legal settlement to be in the parish of Headington, where she was born. The pauper was an illegitimate child under the age of sixteen years, and the notice of chargeability and grounds of removal sent to the appellants stated that the pauper was the illegitimate daughter of Alice Bechley, and was born on the 14th of August, 1880, at Headington Workhouse, in the parish of Headington, in the appellants' union. On the hearing of the appeal it was admitted that the mother was alive, but no evidence was given to shew that she had any settlement, nor, on the other hand, was there any evidence of failure by the respondents to make inquiries. The appellants contended that in the case of an illegitimate child under sixteen, with a mother still living, there was no presumption that the place of its birth was its place of settlement, and that there must first be an inquiry into the settlement of the mother. The recorder, however, held that the birthplace of such child must be taken to be its place of settlement until the contrary was proved, and that the burden of such proof lay upon the appellants. The Divisional Court (Pollock, B., and Hawkins, J.) affirmed this order. By 4 & 5 Will. 4, c. 76, s. 71, every illegitimate child shall have the settlement of its mother until it attains the age of sixteen or acquires a settlement in its own right.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. They said that the case of *Reg. St. Paul's, Covent Garden*, (7 Q. B. 232), turned upon the sufficiency of the notice of appeal. The respondents here relied upon and proved the birth settlement of the pauper. The appellants might have set up another and a superior settlement—namely, that of the mother under the statute—and if they did so it lay upon them to prove it. The Act left the birth settlement of the pauper untouched until the settlement of the mother was proved. The *onus* of proof upon the removing parish was the same, and no greater, in the case of an illegitimate as in the case of a legitimate child.—COUNSEL, *Jelf*, Q.C., and *Shortt*; *R. C. Glen* and *J. F. P. Rawlinson*. SOLICITORS, *Philpot & Son*, for *Hawkins, Ward, & Higgs*, Oxford; *Rexworthy*, for *Vulliamy*, Ipswich.

COCHRANE *v.* ENTWISTLE—No. 1, 9th May.

BILL OF SALE—ASSIGNMENT BY WAY OF MORTGAGE OF CHATTELS, REAL AS WELL AS PERSONAL—BILL VOID—STATUTORY FORM.

Action upon a bill of sale to recover goods seized by the sheriff. The plaintiff, a money-lender, had advanced a loan of £50 upon a bill of sale granted by the defendant by way of mortgage. The bill of sale was in the statutory form, with the following addition to the clause describing the property assigned—viz, "all and singular the several chattels and things specifically described in the schedule, together with the tenant-right, valuation, tillage, and goodwill and interest of the mortgagee in the farm" therein described. Manisty, J., held, under the authority of *Re Burdett, Ex parte Byrne* (36 W. R. 128, 20 Q. B. D. 310), that the bill was void, as being contrary to the form in the Bills of Sale Amendment Act, 1882 (45 & 46 Vict. c. 43). The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER said that the question in all these cases was, Is the bill of sale in the statutory form, or so nearly in that form as to be accepted as equivalent to that form? The schedule of the property assigned specifically described certain chattels real as well as personal. The security was a mixed one of both real and personal chattels. It was said that the bill might be good as to the personal chattels, and that the assignment of the chattels real was a valid assignment apart from the bill of sale. But was the bill exactly like the form given in the Act? It was like it with some other things filled in. The form in the Act clearly did not contemplate including other than personal chattels. Did the document, then, come within the ruling of *Ex parte Stanford, Re Barber* (34 W. R. 507, 17 Q. B. D. 259), as being substantially of the same legal effect as the statutory form? It did not, because it included property not within the purview of the Bills of Sale Act at all. But it was said that a bill of sale might be divisible, and that one security under it might be valid though another was not. *Re Burdett* did not decide any such thing. The dispute there was, whether chattels real came within the Act at all. As was rightly held by Manisty, J., they did not, and therefore the form of an assignment granting chattels real as a security was immaterial—*i.e.*, it need not follow the statutory form. Here the assignment was of personal chattels within the Act, and therefore it must be in the statutory form or of the same legal effect, but it included also chattels real, which were not within the Act, and therefore it was void as a bill of sale. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Kisch*; *Austen*. SOLICITORS, *Cooper & Co*; *Crowder & Vizard*, for *Owston*, Leicester.

TILBURY *v.* SILVA—No. 2, 14th May.

APPEAL—SECURITY FOR COSTS—"SPECIAL CIRCUMSTANCES"—R. S. C., LVIII., 15.

This was an application by the defendant for security for the costs of the plaintiff's appeal. The action was brought by the plaintiff, on behalf of himself and a number of other owners of land, to restrain the defendant from obstructing an alleged right of fishing. *Kay, J.*, dismissed the action. The ground of the application was, that there was evidence shewing that the plaintiff would not have appealed, but for the fact that a guarantee fund for costs had been raised by subscription, and that the action was in substance brought by other persons, the plaintiff's only title depending on a conveyance made to him immediately before action commenced in consideration of ten shillings, and that the plaintiff had stated that he had obtained a considerable amount of subscriptions and did not expect to have to pay anything out of his own pocket. There was no evidence that the plaintiff was personally unable to pay costs.

THE COURT (COTTON and LINDLEY, L.JJ.) held that, assuming the truth of the facts stated, there was no ground for requiring security to be given.—COUNSEL, *A. Young*; *Stuart Moore* and *Harry Johnson*. SOLICITORS, *Kearsey, Hawes, & Walsh*; *E. F. & H. Landon*.

NAF *v.* PLOTON—No. 1, 14th May.

PRACTICE—LIEN ON GOODS—PAYMENT OF MONEY INTO COURT—R. S. C., L., 8.

This was an appeal from the decision of a divisional court (Huddleston, B., and Grantham, J.). The action was brought for the recovery of goods consigned by the plaintiffs to the defendant as their agent. The defendant did not dispute the title of the plaintiffs to the goods, but claimed to have a lien upon them for £942 3s. 7d in respect of commission. The plaintiffs thereupon took out a summons under ord. 50, r. 8, for liberty to pay into court £229 7s. 10d. which they admitted to be due to the defendant, and such other sum as the judge might direct as security for which the defendant claimed to retain the goods, and that on such payment being made the goods should be delivered up to the plaintiffs. Lawrance, J., at chambers, ordered the goods to be given up upon the payment by the plaintiffs into court of £942 3s. 7d. The plaintiffs paid the amount into court and the goods were given up to them. They then applied to the Divisional Court to vary the order of Lawrance, J., by directing that upon payment into court of £329 7s. 10d. the goods should be given up, and they also asked leave to amend their motion by asking that the sum of £612 15s. 9d. should be paid out of court to them. The Divisional Court refused the application, and the plaintiffs appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the question turned on the construction of ord. 50, r. 8. It must be construed according to its ordinary grammatical meaning, unless there was something to shew that it bore a different meaning. The rule said that when an action was brought to recover specific property other than land, and the party from whom recovery was sought did not dispute the title of the party seeking to recover, but claimed to retain the property by virtue of a lien, the court might order that the party claiming the property be at liberty to pay into court, to abide the event of the action, "the amount of money in respect of which the lien or security is claimed, and such further sum (if any) for interest and costs as such court or judge may direct, and that upon such payment into court being made the property claimed be given up to the party claiming it." What was the meaning of the "money in respect of which the lien is claimed"? The words were perfectly plain. They meant the money for which a lien was claimed. It was no answer to those plain words to say that the goods were worth less than the amount for which the lien was claimed. That might be a hardship, but it was not enough to induce the court to set aside the plain meaning of the rule. FRY, L.J., concurred. There was no ground for reading the rule as if it ordered the payment into court of the amount for which the lien was claimed or the value of the goods, whichever was the smaller. No doubt the rule might be defeated by an unreasonable or fraudulent claim for lien, but it was not suggested that that was the case here. When that case arose the court would have to consider it. LOPES, L.J., delivered judgment to the same effect.—COUNSEL, *Henn Collins*, Q.C., and *Clarence Peile*; *Robert Wallace*. SOLICITORS, *Francis Howse*; *Peckham, Maitland, & Peckham*.

High Court—Chancery Division.

LAURENCE *v.* HORTON—Chitty, J., 7th May.

INJUNCTION—MANDATORY ORDER—ANCIENT LIGHTS—COMPLETION OF DEFENDANTS' BUILDINGS BEFORE WRIT ISSUED.

In this case the question was raised as to the circumstances under which the court will grant a mandatory injunction for the removal of a building completed, or almost completed, before complaint made or writ issued. In March, 1889, the defendants pulled down their warehouse and commenced a new and loftier building on its former site. The plaintiffs, who owned adjacent property, first heard of the new building on the 23rd of May, 1889, when the building was up to the third storey. They at once objected to it, on the ground of its interference with their ancient lights. On the 24th of May the defendants abandoned an intended fourth storey, levelled up the existing brickwork, and put on the roof. The plaintiffs claimed a mandatory order requiring the defendants to remove so much of the new building as exceeded the height of the old one. The defendants paid £50 into court, and submitted that it was not the practice of the court to grant a mandatory injunction in the case of a completed building, except under very special circumstances, such as where there had been fraud or trick. Nothing of that kind was alleged here, and damages would be an adequate remedy. The plaintiffs relied on *Smith* v. *Smith* (23 W. R. 771, L. R. 20 Eq. 500).

CHITTY, J., said that the court, in granting a mandatory injunction, of course exercised great caution, but no more than in any other case. In granting such injunctions the true rule was that the court must have regard to all the circumstances of the case. No hard and fast rule could be laid down as to when a mandatory injunction would be granted, and when not. Everything was to be taken into account. It was clear, however, that a man could not be allowed to run up a building so as to interfere

with another man's lights, and then, by way of defence, say that he had finished the building by the time the writ was issued. If, as was the case here, the building was not finished when the writ was issued, the plaintiffs were entitled to have it pulled down; and the fact that the building had reached a certain height by the time complaint was made and before the writ was issued, did not entitle the defendants to say that they might, at any rate, keep their building at that height, and that no order could be made to pull it down. As to the amount of damage done by the new building in the present case there could be no doubt—though there was a dispute as usual as to that. The defendants' witnesses estimated the damage at £50, and the defendants paid that sum into court, while the plaintiffs' witnesses said that £400 was the amount of damages. He relied rather on the witnesses who spoke to the facts, and who had given their evidence very fairly, than on the scientific witnesses, and, in his opinion, it was indisputable that serious damage had been inflicted. It was on the 23rd of May that the plaintiffs first heard of the new building, and the same day they required the defendants not to proceed further. The defendants, however, proceeded, both on that day and on the following day after, when they knew the building was objected to. The defendants did not seem to have taken any means to ascertain whether the windows in the plaintiffs' premises were ancient lights, though, of course, they admitted they knew of the existence of the windows. They proceeded to erect their new building, and took their chance of its being objected to. It appeared that the defendants had been absent from home when complaint was first made, but the defendants' absence could not avail them. It was their duty to have stopped the work as soon as they knew of the plaintiffs' objection, and it was impossible they should be allowed to obtain any advantage by running up the building before the plaintiffs could come to the court. The result was, that a mandatory order must be granted, following the form in *Yates v. Jack* (14 W. R. 618, L. R. 1 Ch. 295), and the defendants must pay the costs of the action. The operation of the order would be suspended for three months. The £50 paid into court by the defendants would be returned to them.—Counsel, *Whitehorne*, Q.C., and *Underhill; Romer*, Q.C., and *Wurtzburg*. Solicitors, *M. & C. Underhill*, for *Underhill & Lawrence*, Wolverhampton; *Sharpe, Parker, & Co.*, for *W. Horton & Redfern*, Birmingham.

Re THE OPERA (LIM.)—North, J., 13th May.

Company—Winding up—Execution put in Force after Commencement of Winding up—Possession of Sheriff before Presentation of Petition—Money received after—Companies Act, 1862, s. 163.

The question in this case was, whether a sheriff who had received certain moneys under an execution against a company, to wind up which an order was afterwards made, was bound to pay those moneys over to the official liquidator, even though he had paid them away to the execution creditor. The company carried on a theatre. An order to wind it up was made on the 5th of February, upon a petition which was presented on the 18th of January. On the 16th of January the sheriff, under a *fi. fa.* issued by a judgment creditor of the company, took possession of chattels of the company at the theatre (such as scenery and dresses). The sheriff continued in possession at the theatre till the 8th of February, when he withdrew in pursuance of an order of the court in the winding up. The chattels which he had seized were not sold, and they were, when he withdrew, given up to the liquidator. But, while the sheriff was in possession, and after the presentation of the petition, he received the moneys which were paid by the public for admission to the theatre, and out of those moneys he paid the execution creditor his debt and costs. The liquidator claimed all the moneys which had been thus received by the sheriff, on the ground that they had been received, and the execution, as regarded them, put in force, after the commencement of the winding up, relying on section 163 of the Companies Act, 1862. On behalf of the sheriff it was urged, that the execution was put in force when he first took possession, which was before the presentation of the petition. At any rate, it was said, he ought to be restored to his rights against the chattels which he had seized, and which he might have sold to satisfy the execution.

North, J., held that, as to the moneys paid for entrance to the theatre, the execution was not put in force until they were actually received by the sheriff, and that was after the commencement of the winding up. He was, therefore, bound to account to the liquidator for all which he had thus received. But the order would be without prejudice to any right which the sheriff might be able to establish against the chattels which were seized before the commencement of the winding up.—Counsel, *Martin*, Q.C., and *Manby; Renshaw*, Q.C., and *Rose-Innes*. Solicitors, *Boxall & Boxall; Burchells*.

Re BOYD (Deceased); NIELD *v.* BOYD—Stirling, J. (for Kay, J.), 8th May.

Will—Construction—Special Power of Appointment.

The question in this case was whether the testatrix had by her will, made in 1879, duly executed a power of appointment. The will contained the following residuary bequest:—"I give and bequeath all the real and personal property not hereby otherwise disposed of, and situate or being in England or South America or elsewhere, which, by virtue of any power or authority or any separate right of property, I am competent to dispose of" upon certain trusts. The testatrix had a special power of appointment under her marriage settlement over a fund consisting of shares and other property in South America, and had no other power of appointment; but there was some evidence that she did not know of the existence of this power at the date of her will, and several of the trusts which she had declared were void, some as transgressing the rule against perpetuities, and others from not being in favour of objects of the power.

Stirling, J., said that, as was observed by Pearson, J., in *Re Swinburne* (33 W. R. 394, 27 Ch. D. 696), if he did not act upon the words contained in this bequest, which referred to any power which the testatrix might possess, he should, in fact, strike them out of the will. In *Re Blackburn* (38 W. R. 140, 43 Ch. D. 75) North, J., had explained his previous decision in *Re Cotton* (37 W. R. 232, 40 Ch. D. 41), and that case had therefore no bearing upon the present case. He held that the power had been duly executed.—Counsel, *Warrington; Waggett; Borthwick; Greig*. Solicitors, *J. T. Witham; W. G. Greig*.

KINAHAN & SONS *v.* KINAHAN, LYLE, & KINAHAN (LIM.)—Kekewich, J., 9th May.

Practice—Service out of the Jurisdiction—Sequestration—Patents, Designs, and Trade-Marks Act, 1883, ss. 90, 107, 111, 117—R. S. C., XI, 1, sub-section (*f*); 2.

Motion by the defendants to discharge an order obtained by the plaintiffs for service of writ out of the jurisdiction. By the indorsement on the writ the plaintiffs claimed an injunction to restrain the defendants from infringing the plaintiffs' registered trade-marks, and from selling and from passing off the defendants' goods as and for the plaintiffs' goods. The plaintiffs had also given notice of motion to rectify the register of trade-marks by striking out the defendants' trade-mark. The plaintiffs' principal place of business is in Dublin, that of the defendants' in Belfast, and the latter have not much business and no agents here. It was argued for the defendants that an injunction could not be enforced by sequestration, since they had no goods here: *Marshall v. Marshall* (38 Ch. D. 330, 36 W. R. Dig. 161); and that the plaintiffs might have brought their motion for rectification of the register before the Irish courts, and therefore could not argue that the motion and the action should be tried together. The plaintiffs contended that, since the defendants send goods to private customers, those goods could be seized in transit, and an injunction enforced by sequestration in that manner; that it was not clear that the register could be rectified by an application to the Irish courts.

Kekewich, J., said that this jurisdiction for service of process out of the jurisdiction required to be carefully watched and carefully exercised. The defendants had no business premises and no agents in England, but they did supply occasional customers in England. They, however, did a large business on the Continent and in Ireland. The goods of the defendants coming to this country came only to customers; there would, therefore, be nothing of the defendants in this country to proceed against if an injunction should be granted against them. As regarded the business done by the defendants on the Continent, that was immaterial, there was no reason to prefer England or Ireland as the forum; but as to the Irish business, the action ought to be an Irish action, on the ground of the comparative cost and convenience of the proceedings. With respect to the argument founded on the motion to rectify, his lordship, without deciding whether that application might or might not be brought before the Irish courts, was not satisfied that that ought to interfere with the balance of convenience. In *Marhsall v. Marshall* there was a similar motion, and there was, in this respect, no substantial difference between the motion in that case, which was to place a mark upon the register, and the motion in the present case. The order for service and the writ must be discharged, with costs.—Counsel, *Martin*, Q.C., and *Willis Bund; Renshaw*, Q.C., and *Whinney*. Solicitors, *Linklater & Co.; Paddison, Son, & Fullilove*.

High Court—Queen's Bench Division.

SAMMONS *v.* BAILEY—9th May.

Practice—Interrogatories—Power to Strike out Particular Interrogatories—R. S. C., XXXI., 7.

In this action, which was for breach of contract, the plaintiff obtained leave from the district registrar at Cambridge to deliver interrogatories for the examination of the defendant. A set of eight interrogatories having been delivered, the defendant took out a summons under ord. 31, r. 7. The district registrar made an order that interrogatories 1 and 3 should be struck out, and interrogatory 2 partly struck out, on the ground that the said interrogatories were prolix and unnecessary. This order was affirmed by Hawkins, J., at chambers. The plaintiff appealed. It was argued on his behalf that the district registrar had no power under the present rule, which slightly differs from the corresponding provision in the Rules of 1878 (ord. 31, r. 5), to go through the interrogatories, allowing some and striking out others; he ought either to have set aside the whole set, or to have left the defendant to refuse to answer any particular interrogatories. For the defendant a passage in the Annual Practice, 1889-90, p. 518, was cited to the effect that any or all of the interrogatories may be struck out under the latter part of the rule.

The Court (Grantham and Vaughan Williams, JJ.) thought there was no authority for the passage in the Annual Practice, and allowed the appeal.—Counsel, *Witt; J. W. Cooper*. Solicitors, *Field, Roscoe, & Co.*, for *J. W. Prior*, Cambridge; *Sharpe, Parker, & Co.*, for *J. F. Symonds*, Cambridge.

DIXON *v.* WELLS—8th May.

Adulteration of Food—Summons, Illegal Issue of—Jurisdiction of Justices—Protest—Jervis's Act (11 & 12 Vict. c. 42), s. 1—Food and Drugs Act Amendment Act, 1879 (42 & 43 Vict. c. 30), s. 10.

This was a special case stated by the stipendiary magistrate of King-

ston-upon-Hull for the opinion of the court as to whether the appellant was properly convicted under the following circumstances. A complaint was on the 10th of October, 1889, laid before two justices of Kingston-upon-Hull by the respondent (the inspector for the borough under the Sale of Food and Drugs Act, 1875) against the appellant for having sold adulterated milk upon the 20th of September previous. The summons was granted, but not signed. On the 14th of October the summons was signed by another magistrate, who had not heard the complaint. The return day was the 23rd of October. The appellant appeared on that day, but by his solicitor objected to the jurisdiction of the magistrate, on the ground that the summons was irregularly issued, and was a nullity. The appellant was convicted and fined, and this case was stated by the magistrate. For the appellant it was argued that the summons was bad, and the charge only made at the hearing, which took place more than twenty-eight days after the offence. Section 10 of the Food and Drugs Act Amendment Act, 1879, provides that in all prosecutions under the principal Act" (the Food and Drugs Act, 1875) "the summons to appear before the magistrates shall be served upon the person charged with violating the provisions of the said Act within a reasonable time, and in the case of a perishable article not exceeding twenty-eight days from the time of the purchase from such person for test purposes of the food or drug." On the other side it was contended that irregularity in the process used for bringing the offender before the court had no effect on the jurisdiction, and *R.* v. *Shaw* (34 L. J. M. C. 169) and *R.* v. *Hughes* (4 Q. B. D. 614) were relied on as decisive of this case.

THE COURT (Lord COLERIDGE, C.J., and MATHEW, J.) held that the conviction must be quashed. Lord COLERIDGE, C.J., in giving judgment, said that a practice seemed to have arisen all over the country of magistrates' clerks drawing up summonses and taking them to be signed by any magistrate, thus rendering a man liable to be convicted, and perhaps heavily fined, for some offence, the magistrate who signed the summons being completely ignorant whether there was any *primâ facie* case against him. A looser practice, and one more likely to lead to injustice, he could not imagine. Had the magistrate who signed this summons heard the information, it was quite possible that he might have found that there was no case against the defendant, and declined to let it go any further. Such a summons was issued in direct defiance of Jervis's Act (11 & 12 Vict. c. 42), s. 1, which provided that a summons should be signed by the justices who had heard the complaint, and it was, therefore, no summons at all. But it had been established by several authorities—of which *R.* v. *Shaw*, in 1865, and *R.* v. *Hughes*, decided in 1879, after a second argument before eight judges, were examples—that where a man was brought before justices who had jurisdiction over the offence of which he was accused, they might try him for that offence without inquiring how he was brought before them, whether by force or fraud. It was impossible to struggle against those decisions. But the present case was not within them. There were two distinctions. In the former cases there had been no protest by the person accused before the magistrates, and he was, therefore, held to have waived compliance with the rules of procedure. Here there was a strong protest made at the time. He would not, however, decide the case on that point, although it was very important; for the judges in *R.* v. *Hughes* seemed to think that a protest would have been of no avail. But the other point was conclusive. By section 10 of the Food and Drugs Act Amendment Act, 1879, it was in effect enacted that as a condition precedent to the trial of offences under the principal Act, the summons should be served within a reasonable time, and in the case of perishable articles within twenty-eight days of the purchase for test purposes of the article complained of, and that the return day should not be less than seven days after the service of the summons. That gave the person accused time to prepare his defence. The times mentioned were essential. Unless the principle of *R* v. *Hughes* were to be extended it must be admitted that this section had been violated. There was no summons at all, for the reasons before stated. The period of twenty-eight days had expired before the date of the trial. The man was there and they attempted to try him for an offence committed more than twenty-eight days before. Unless they complied with the provisions of this Act the magistrates had no jurisdiction; there was no compliance with it here, and the conviction must be quashed. MATHEW, J., the summons was a citation stating that the magistrate thought there was a *primâ facie* case against a man. If the magistrate who issued the summons was not the magistrate who heard the case, any person not a magistrate at all might as well sign the summons. But it was said the man was there and the magistrates had jurisdiction to try him; but section 10 imposed a limit upon their authority, and if at the date of the hearing a fresh summons had been issued, it would have been too late. Conviction quashed.—COUNSEL, *Montagu Lush; H. T. Kemp.* SOLICITORS, *Bell, Brodrick, & Gray*, for *Westhouse*, Hull; *Cunliffes & Davenport*, for *R. Hill Dawe*, Hull.

BONNER & CO. *v.* LYON AND ANOTHER—8th May.

HUSBAND AND WIFE—WIFE'S LIABILITY—EVIDENCE OF SEPARATE PROPERTY—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75).

Motion for judgment by the plaintiffs upon an action tried before Denman, J., at Lewes Winter Assizes, 1890. The plaintiffs, jewellers at Brighton, brought an action against Captain Lyon and his wife for jewellery supplied to Mrs. Lyon to the amount of £144. Jewellery had been supplied to the lady under the name of Mrs. Stanhope, which she bore previously to her marriage with Lyon, and for which she had paid under that name, and the plaintiffs had continued to supply her under the same name with jewellery subsequent to her marriage. The jury having found that the jewels were not "necessaries," the judge held that their finding disposed of the action against the husband. Upon the action as against the wife, they found that she, as Mrs. Stanhope, purchased the goods on her own credit and for her own use on her separate estate. The only evidence of separate estate were the jewels formerly supplied by the plaintiffs, and dresses, including seal-skin jackets and furs, of over £100 value. The judge left the plaintiffs to move for judgment, after expressing a doubt whether such property alone could be separate property under the Act, with respect to which a married woman could reasonably be deemed to have contracted credit.

THE COURT (GRANTHAM and VAUGHAN WILLIAMS, JJ.) gave judgment for the plaintiffs. GRANTHAM, J., said that the Act of 1882 imposed upon the plaintiffs the burden of shewing that there was some separate property; but if they shewed that the married woman had at the time of contracting some separate property upon which she could pledge her own credit, that was sufficient to make her liable. Evidence had been given that the defendant had at that time some hundred pounds' worth of jewellery, and a large and expensive wardrobe. It would be quite possible that ladies should get tired of particular jewels and dresses, and be ready to exchange them for other property. Under the circumstances, he did not think the court were bound by *Leake* v. *Driffield* (38 W. R. 93, 24 Q. B. D. 98) to hold that this was not separate property, in respect of which the defendant could reasonably be deemed to have contracted. VAUGHAN WILLIAMS, J., said that, whatever view might be taken of the decision in *Leake* v. *Driffield*, there was nothing unreasonable in presuming that this lady might have contracted in reference to the separate property mentioned. Sub-section 3 of section 1 of the Act of 1882, which says that "every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to and to bind her separate property, unless the contrary be shewn," is a corollary to and not a limitation of sub-section 1, and, in his opinion, the last words meant "unless the property be of such a nature that such a presumption cannot, by reason of the nature of the property, be deemed to arise." There may sometimes be property which, though not fettered by any restraint of anticipation, is yet absolutely inalienable by a married woman. This was instanced in *Harrison* v. *Harrison* (36 W. R. 748, 13 P. D. 180), cited by Mathew, J., in *Leake* v. *Driffield*. There cannot be read into the words of the Act any qualification depending on the intention of the married woman at the time of entering into the contract. Evidence of some separate property, upon which a married woman could reasonably be held to have contracted credit, is the sole criterion.—COUNSEL, *Willis*, Q.C., and *Marshall Hall; Blake Odgers; Gill.* SOLICITORS, *Prince & Ayres; Eldred & Bignold; Dutton.*

Solicitors' Cases.

Re PALMER—North, J., 8th May.

SOLICITOR AND CLIENT—COSTS—AGREEMENT AS TO SOLICITOR'S REMUNERATION—VALIDITY—AGREEMENT BY MORTGAGOR FOR PAYMENT OF REMUNERATION TO MORTGAGEE'S SOLICITOR—RIGHT OF CLIENT TO TAXATION AFTER AGREEMENT—SOLICITORS' REMUNERATION ACT, 1881, s. 8.

Two questions arose in this case upon the construction and operation of section 8 of the Solicitors' Remuneration Act, 1881. Section 8 provides "(1) with respect to any business to which the foregoing provisions of this Act relate, whether any general order under this Act is in operation or not, it shall be competent for a solicitor to make an agreement with his client, and for a client to make an agreement with his solicitor, before or after or in the course of the transaction of any such business, for the remuneration of the solicitor, to such amount and in such manner as the solicitor and the client think fit, either by a gross sum, or by commission or percentage, or by salary, or otherwise; and it shall be competent for the solicitor to accept from the client, and for the client to give to the solicitor, remuneration accordingly. (2) The agreement shall be in writing, signed by the person to be bound thereby, or by his agent in that behalf. (4) The agreement may be sued and recovered on, or impeached and set aside, in the like manner and on the like grounds as an agreement not relating to the remuneration of a solicitor; and if, under any order for taxation of costs, such agreement being relied upon by the solicitor shall be objected to by the client as unfair or unreasonable, the taxing master or officer of the court may inquire into the facts and certify the same to the court; and if, upon such certificate, it shall appear to the court or judge that just cause has been shewn either for cancelling the agreement or for reducing the amount payable under the same, the court or judge shall have power to order such cancellation or reduction, and to give all such directions necessary or proper for the purpose of carrying such order into effect, or otherwise consequential thereon, as to the court or judge may seem fit." Section 3 provides that "in this Act 'client' includes any person who as a principal, or on behalf of another, or as trustee or executor, or in any other capacity, has power, express or implied, to retain or employ, and retains or employs, or is about to retain or employ, a solicitor, and any person for the time being liable to pay to a solicitor for his services any costs, remuneration, charges, expenses, or disbursements." The business to which the Act relates is mentioned in section 2, and includes "business connected with mortgages." The questions raised in this case were (1) whether a mortgagor who had entered into an agreement for the payment of a gross sum for the mortgagee's costs to the mortgagee's solicitor was a "client" within the meaning of the Act; (2) whether, after an agreement had been entered into between a solicitor and a client for the remuneration of the former, the client was, under section 8 (4), entitled to an order for taxation for the purpose of impeaching the agreement. The facts were as follows. In January, 1884, Slater was desirous of borrowing £300 on the security of some property belonging to him, and on the 21st of January he wrote and signed the following letter addressed to Palmer a solicitor:—"I hereby request and instruct

you to raise, or endeavour to raise, for me the sum of £300, at 10 per cent. per annum, on the security of all my estate and interest under the will and in the property of the late Thos. Symons, and I hereby undertake to pay your costs (which I agree at £20, exclusive of money out of pocket) incurred and to be incurred in and about doing what is necessary, in your opinion, for the purpose of carrying out these instructions." In pursuance of these instructions Palmer procured an advance of £300 for Slater on a mortgage of his interest under the will, and Palmer retained the £20 out of the money advanced. The £20 included the mortgagee's costs. Palmer acted as solicitor for the mortgagee as well as for the mortgagor. Slater took out a summons asking that Palmer might be ordered to deliver to the applicant a bill "of all such his fees, charges, or disbursements as he claims to be due or paid, or as have been deducted by him from the applicant, or out of his moneys," and that the bill might be referred for taxation. On behalf of the client it was urged, that though, by reason of the relation of mortgagor and mortgagee, a mortgagor is liable to pay the costs of the mortgagee's solicitor, the mortgagor is not the "client" of the mortgagee's solicitor, and, consequently, that an agreement between a mortgagor and the solicitor of the mortgagee in relation to the payment by the mortgagor of the mortgagee's costs was not within the Act. Reliance was placed on the difference between the language of the Act of 1881 and that of section 38 of the Solicitors Act, 1843, which expressly enables a person who is liable to pay, though he is not "chargeable" with, a bill of costs, to obtain an order for its taxation. On behalf of the solicitor it was contended that, under section 8 (4), a client, who had entered into an agreement within the Act, could not obtain an order for taxation merely for the purpose of impeaching and setting aside the agreement.

North, J., held that the letter constituted an agreement within the Act, and that the applicant was not entitled to the order for which he asked. As to the first point, his lordship said that the argument was that a mortgagor did not employ the mortgagee's solicitor, and was not liable to pay him, but that his liability was to repay to the mortgagee what he had paid to his solicitor; and reliance was placed on the difference between the language of the Act of 1881 and that of section 38 of the Solicitors Act of 1843, which, it was said, shewed that an agreement made by a third party, who was not directly "chargeable" with costs, was not within the Act of 1881. His lordship could not take this view. In his opinion the letter was a retainer of the solicitor to act for the mortgagor, and an agreement to pay him the amount specified for costs. No doubt the sum which was to be paid included the costs of the mortgagee's solicitor, and the mortgagor had no authority to retain a solicitor for the mortgagee. The whole thing would have broken down if the mortgagee had chosen to employ another solicitor. But it was an authority, based on the supposition that the mortgagee would be content to have the same solicitor act for him, to incur the costs for the mortgagee, and an undertaking to pay them. In his lordship's opinion, the agreement was an agreement between a solicitor and his client within the meaning of the Act. Then it was said that sub-section 4 of section 8 entitled the client to have the costs taxed, notwithstanding the agreement. That sub-section provided that such an agreement was to be treated in the same way as if it was not an agreement relating to the remuneration of a solicitor, and it went on to provide for the case of the agreement being objected to by the client as unfair or unreasonable. But that provision applied only when there was an order for taxation of costs, and in the present case there was no such order, unless an order were to be made now. Sub-section 4 enabled the taxing master, "under any order for taxation of costs," to deal with the agreement, and to look into it when it was relied upon by the solicitor. No attempt had been made in the present case by the client to impeach or set aside the agreement, and there was no order for taxation of costs in existence. If there were such an order, the taxing master could look into the agreement. But, in his lordship's opinion, he could not make an order for taxation for the purpose of enabling the taxing master to inquire into the agreement, or inquire into it himself for the purpose of impeaching it.—Counsel, *Cozens-Hardy*, Q.C., and *Farwell; Dunham.* Solicitors, *G. B. Crook; W. B. Palmer.*

Re A SOLICITOR, *Ex parte* OFFICIAL RECEIVER.—C. A. No. 1., 14th May.

Solicitor—Application to Strike off Rolls—Solicitors Act, 1888 (51 & 52 Vict. c. 65)—Rules, Jan. 31, 1889.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Mathew, J.), reported *ante*, p. 421. A solicitor, having become bankrupt, was examined before the official receiver. In the course of his examination he made certain statements which the official receiver thought it his duty to report to the Incorporated Law Society, and on which he applied that he should be struck off the rolls. The committee of the society proceeded to hear the case, but an objection was taken that the official receiver had no *locus standi* to make the application, and a case was stated for the opinion of the Queen's Bench Division. The Divisional Court held that the official receiver might proceed with the case, and the solicitor appealed.

The Court (Lord Esher, M.R., and Fry and Lopes, L.JJ.), dismissed the appeal. Lord Esher, M.R., said that the Act of Parliament was perfectly plain. It was passed because originally, when there was an application to strike a solicitor off the rolls, it was the custom of the court if, after partly hearing the application, they thought there was a case to be answered, to request the Incorporated Law Society to appear. This was a most inconvenient course, because the society had to come in when the case was part heard, to get copies of the affidavits, and to instruct counsel. To avoid this the Act provided that the application should be to the Incorporated Law Society, who should report upon it to the court. They could not themselves strike the solicitor off the rolls, but they could report. If they did not think there was anything in the application they would not be called upon to appear if any application was made to the court. But the Act did not prevent any person from applying to the court, nor did the rules which had been made under section 15 of the Act for regulating such applications. But it was contended that, because the form of affidavit given in the schedule to the rules contained the statement that the solicitor against whom the application was made had been employed by the applicant "in a professional capacity for the last ten years (or as the case may be)," therefore the application could only be made by a client, and that the official receiver had no *locus standi*. It was plain, when the form came to be considered, that the application by a client was only given by way of example, and that the words "or as the case may be" admitted of applications being made by other persons, but, even if it did not, the form could not restrict the rule and the Act of Parliament. The judges by whom it was made had no power to derogate from an Act of Parliament, and therefore the application could be made by any person, including the official receiver, and the appeal must be dismissed. Fry and Lopes, L.JJ., concurred.—Counsel, *Winch*, Q.C., and *Stock; F. W. Hollams; Muir Mackenzie.* Solicitors, *Long & Gardner; E. W. Williamson; Solicitor to the Board of Trade.*

Re ROBSON—North, J., 14th May.

Solicitor—Costs—Taxation—Scale Fee—Lease in consideration of Annual Rent and Premium—Solicitors' Remuneration Order, 1881, Schedule I., Part II., rr. 1, 5.

The question in this case was whether, in the case of a lease for a long term being granted, partly in consideration of the payment of an annual rent and partly in consideration of the payment of a premium, the lessor's solicitor was entitled to the scale fee in respect of the premium as well as that in respect of the rent, he not having deduced any title to the property or furnished any abstract, because, there being no express agreement on the subject, the lessee was not entitled to call for the lessor's title. The taxing master (Mr. Drew) held that the solicitor was entitled only to the scale fee in respect of the rent.

North, J., held that the solicitor was entitled also to the scale fee in respect of the premium. He said: The applicant, a solicitor, complains of the reduction by the taxing master of his bill of costs for work done by him as solicitor for the lessor in respect of a lease to the respondents of some property in Chelsea, the burthen of which costs has to be borne by the lessees. The lease is for a term of 90 years from September, 1883, and the consideration for it is an annual rent of £50, and a premium of £4,400 payable by the lessees to the lessor. The solicitor delivered a bill for £59 10s., consisting of £3 10s. for disbursements and £56 for professional charges, calculated according to the scale under the Remuneration Order, and made up of £14 in respect of the rent and £42 in respect of the premium, and the taxing master has allowed the £14, but has struck out the £42, which the solicitor seeks to have allowed. The taxing master has arrived at this conclusion as the result of the provisions contained in Part II. of Schedule I. to the Solicitors' Remuneration Order, 1881, which fixes two scales of charges, the first being that of charges payable to a lessor's solicitor "for preparing, settling, and completing lease and counterpart" in cases of "leases or agreements for lease at rack rent" (not including mining or building leases); and the second, that of charges payable to a vendor's or lessor's solicitor "for preparing, settling, and completing conveyance and duplicate or lease and counterpart" in cases of "conveyances in fee, or for any other freehold estate reserving rent, or building leases reserving rent, or other long leases not at rack rent (except mining leases)"; and it is the latter scale, if either, which applies in the present case. Then the 5th of the rules applicable to Part II. of Schedule I., "as to all leases or conveyances at a rent (other than mining leases)," provides:—"When a conveyance or lease is partly in consideration of a money payment or premium and partly of a rent, then, in addition to the remuneration hereby prescribed in respect of the rent, there shall be paid a further sum equal to the remuneration on a purchase at a price equal to such money payment or premium." The taxing master has allowed the sum of £14, as the fee according to the scale on the rent, but has disallowed the £42, the scale fee claimed upon the premium. His view is, that any such scale fee must be a sum equal to the remuneration on a purchase at a price equal to the premium—viz., in the present case £4,400—but that, as the solicitor would not, if this were a purchase at that sum, be entitled to any scale fee, because he has not negotiated or conducted the sale, nor deduced any title to the property, he, therefore, does not come within the provisions of Part I. of Schedule I., and there is no scale fee applicable to the case. He has held, however, that, although the solicitor is not entitled to any scale fee on the premium, he is entitled, *in addition* to a scale fee on the rent, to the remuneration prescribed by the Act in respect of business the remuneration for which is not prescribed in Schedule I.—viz., remuneration according to the old system as altered by Schedule II.—and he gave the solicitor an opportunity of bringing in a bill of costs to be taxed upon that footing. The solicitor, however, has not adopted that course, but insists that he is entitled to be allowed the £42, the scale fee on the premium. In giving this option to the solicitor of bringing in a bill, the taxing master was, in my opinion, clearly wrong. Suppose the solicitor had, as he was invited to do, brought in a proper bill under the old system, it would have contained full charges for all the work done, and the master must have allowed the whole of it, for he would have had no power, under the new, or old, or any system, to have allowed such sum only in respect of that bill as would bear to the total amount of the bill the same proportion which £4,400 bears to the value of the whole consideration for the lease—

i.e., the premium plus the rent. In this case, therefore, the solicitor would have got his full bill of costs under the old system, as altered by Schedule II., and would have received in addition a scale fee calculated on the rent. This view of the case seems to me clearly inadmissible. A solicitor must, in my opinion, be paid either according to the scale, or, independently of the scale, according to the old system as altered by Schedule II., and cannot, in respect of one and the same piece of business, be entitled to receive a compound remuneration, made up in part of a scale charge, and in part of a bill of costs in addition for professional work as distinguished from disbursements. This is not authorized by the Act, or order, or rules, except expressly in one particular case hereinafter referred to, and it would be to some extent giving double remuneration for the same work. This was also, I think, the view which Chitty, J., took in *Re Hickley and Steward* (33 W. R. 320). The question, then, is, whether the solicitor is to be paid (*a*) by a scale charge on the rent and on the premium; or (*b*) by a bill of costs according to the old system as altered by Schedule II. The case falls exactly within rule 5 in Part II. of Schedule I.—viz., the lease is "partly in consideration of a rent and partly of a money payment or premium." That rule provides that in such a case, "in addition to the remuneration hereby prescribed in respect of the rent, there shall be paid" (not a bill of costs, but) "a further sum equal to the remuneration on a purchase at a price equal to such money payment or premium." It does not say that the vendor's or lessor's solicitor is to be remunerated as if, to this extent, the transaction were a purchase, but that he is to be remunerated, in the case of a lease or conveyance reserving *rent*, by a sum *equal to* the remuneration on a purchase at a price equal to the premium—a sum to be ascertained by reference to something else in the Act, to which reference effect must be given if possible. As we are dealing with the case of a vendor's or lessor's solicitor the rule would have been more happily and more accurately expressed if it had referred to remuneration on a *sale* instead of on a purchase, but the meaning is obvious. Now to what is the reference here made? Remuneration on sales is given by Part I. of Schedule I. to vendors' solicitors for three things—(1) negotiating a sale by private contract; (2) conducting a sale by public auction; and (3) deducing title to property, and perusing and completing conveyance. The first of these cannot be intended, for it is well settled by *Re Field* (29 Ch. D. 608) and later cases that no charge can be allowed for negotiations in business coming within Part II. of Schedule I. Nor can the second be meant, for there is very little connection between sales by auction and the matters dealt with in Part II. The reference must, therefore, be to the remuneration payable to a vendor's solicitor "for deducing title and perusing and completing conveyance." And it is said that, as the scale fee on a purchase (or sale) is not payable unless the title is deduced as well as the conveyance completed (see *Re Lacey*, 28 SOLICITORS' JOURNAL, 123, 25 Ch. D. 301; *Newbould* v. *Bailward*, 33 SOLICITORS' JOURNAL, 94, 14 App. Cas. 1), so it cannot be allowed on a lease when the business is completed without deducing title. But it is clear that the two cases are not assimilated for all purposes. For instance, on a sale under Part I. a solicitor who negotiates the sale, and deduces title and prepares conveyance, receives separate fees for each, while a solicitor who negotiates a conveyance or lease coming under Part II. receives no fee for negotiating. Again, the law is established that a lessee is not, in the absence of express contract to that effect, entitled to call for his lessor's title, and such title notoriously is scarcely ever required, and it would be rather absurd, I think, to hold that the provision in rule 5 as to remuneration in respect of the premium had reference only to the very rare cases of leases in which the lessor has by special contract to deduce his title, and that far the larger number of cases, in which leases are granted in consideration in part of a premium without any title being deduced, are unprovided for by the rule. In fact, it is clear that the framers of the rules applicable to Part II. of Schedule I. had in mind that title is not ordinarily deduced on grants of leases, and that those rules are not confined to leases on the grant of which title is deduced, for the first rule applicable to Part II. expressly provides that, where a vendor or lessor furnishes an abstract of title, it is to be charged for according to the existing system as altered by Schedule II., and this is the one case in which the order allows remuneration by a bill of costs in addition to scale fees. It is obvious that this charge is *in addition to*, and not *in lieu of*, a scale fee, for the rule merely allows a separate charge for what is but a small part of the deducing of title, and it could not be intended that, in cases where title is deduced, the solicitor should not receive any remuneration for deducing title, except the charge for the abstract. The provisions of rules 5 and 1, that the solicitor is to have a scale fee on the premium, and if an abstract is furnished (which is part of the deduction of title) is to have something more, are, in my opinion, quite inconsistent with the contention that, if title is not deduced—*i.e.*, if an abstract is not furnished—he is not to have even any scale fee on the premium or other remuneration in respect thereof. If that were so, in the not uncommon case of a lease at a nominal or small rent and a large premium, no title being deduced, a solicitor would receive only a very moderate, and possibly inadequate, remuneration for his work, a state of things scarcely contemplated by the framers of the Act, order, and rules. In my opinion the language of rule 5, referring to a further sum "equal to the remuneration on a purchase at a price equal to the premium," was intended to avoid the repetition of the table shewing the rate or scale of remuneration, as though there had been a reference to it *mutatis mutandis*, and was not meant to narrow its application to cases precisely identical, or to exclude almost all leases at a premium from its operation. Under these circumstances I have come to the conclusion that the solicitor is entitled to the £56 which he claims for remuneration, and the matter must go back to the taxing master to review his taxation. The solicitor must have his costs of this application.—COUNSEL, *Vernon R. Smith; Ewinfon Eady.* SOLICITORS, *J. E. Robson; Hastie.*

SOLICITOR ORDERED TO BE SUSPENDED FOR THREE YEARS.

May 13.—ROBERT SCOTT HOPPER (Newcastle-on-Tyne).

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst., Mr. Sidney Smith in the chair. The other directors present were—Messrs. W. Beriah Brook, H. Morten Cotton, G. Burrow Gregory, Samuel Harris (Leicester), F. Marton Hull (Liverpool), J. H. Kays, F. P. Morrell (Oxford), R Pennington, Richard Pidcock (Woolwich), Henry Rorcoe, R. W. Tweedie, F. J. Woolbert, and J. T. Scott (secretary). A sum of £250 was distributed in grants of relief, twenty-one new members were admitted to the association, and other general business was transacted.

UNITED LAW CLERKS' SOCIETY.

The fifty-eighth anniversary festival of this association was held on Wednesday evening at the Cannon-street Hotel, Lord COLERIDGE in the chair, and among the guests being the Right Hon. J. W. Mellor, Q.C., Mr. A. Cohen, Q.C., Mr. W. Ambrose, Q.C., M P., Mr. T. Wheeler, Q.C., Mr. Sidney Woolf, Q.C., Mr. W. Graham, Mr. Cutler, Mr. Houghton, Mr. Marshall, Mr. Bolton, M.P., Mr. G. Lewis, Dr. Thomson, and Mr. R. Hardy. The usual loyal toasts having been duly honoured,

The CHAIRMAN proposed "Prosperity to the United LAW Clerks' Society." He said it was nineteen years since he had presided at a similar gathering, and he was glad to see that the hopes then expressed had been exceeded in their fulfilment. It was said that these societies discouraged thrift, but he believed that the habit of thrift engendered in those who joined them had the best effects on them in their after-life. The time had happily long gone by when it was necessary to stand upon defence in speaking of a society like that of the Law Clerks. All lawyers, whether barristers or solicitors, knew how much they owed to their clerks, and knew how much also those clerks justified the trust reposed in them. He had heard something about an agitation amongst law clerks for appealing to the country for compensation for reduced fees. But knowing a good deal about Chancellors of the Exchequer and my Lords of the Treasury, he should be exceedingly surprised—indeed, if he were in his grave it would almost call him back—were he to hear of a proposal for compensation to barristers' and solicitors' clerks being presented as an estimate by any Chancellor of the Exchequer. Before sitting down, the LORD CHIEF JUSTICE announced the receipt of several donations, including 50 guineas from Lord Field and 25 guineas from Mr. George Lewis. Subscriptions to the amount of £400 were announced.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY VACATION, 1890.

Notice.

There will be no sitting in court during the Trinity Vacation.

During Trinity Vacation:—All applications which may require to be immediately or promptly heard are to be made to the Hon. Mr. Justice Vaughan Williams.

Mr. Justice Vaughan Williams will act as vacation judge from Saturday, May 24, to Monday, June 2, both days inclusive. His lordship will sit in Queen's Bench judges' chambers on Wednesday, May 28, and Friday, May 30. On other days, within the above period, applications in urgent chancery matters may be made to his lordship at No. 7, King's Bench Walk, Temple.

In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter; To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

LEGAL NEWS.

APPOINTMENTS.

MR. JAMES DOVE WHITEHEAD, solicitor, of Pickering, has been appointed Coroner for the Pickering District of the North Riding of Yorkshire. Mr. Whitehead was admitted a solicitor in 1869.

MR. JOHN PLEYDELL WILTON HAINES, solicitor (of the firm of Haines & Sumner), of Gloucestershire, has been appointed County Treasurer for Gloucestershire. Mr. Haines was admitted a solicitor in 1874.

MR. HENRY CLEMENT CASLEY, solicitor, of Ipswich and Aldeburgh, has

been appointed Clerk to the Ipswich Dock Commissioners, in succession to his partner, the late Mr. Peter Bartholomew Long. Mr. Casley had been for several years assistant-clerk to the commissioners. He was admitted a solicitor in 1875, and he is also town clerk of Aldeburgh, and secretary and solicitor to the Ipswich Chamber of Commerce and Shipping.

Mr. JOHN FREDERICK COOPER, solicitor, of Henley-on-Thames, has been appointed Registrar of the Henley County Court (Circuit No. 37), in succession to the late Mr. Nicholas Mercer. Mr. Cooper is the son of Mr. John Cooper, town clerk of Henley. He was admitted a solicitor in 1879, and he is clerk (jointly with his father) to the county magistrates and the commissioners of taxes.

Mr. GEORGE BUTTLER KENNETT, solicitor and notary, deputy town clerk of Norwich, has been elected Town Clerk of that city, in succession to the late Mr. Henry Blake Miller. Mr. Kennett was admitted a solicitor in 1864. He is also clerk to the city magistrates.

Mr. ANDREW ROBINSON, solicitor, of Newcastle-upon-Tyne, has been appointed a Commissioner for Oaths.

Mr. EDWARD WALKER COREN, solicitor and notary, of Gloucester, has been appointed by the High Sheriff of Gloucestershire (Mr. James Roberts West) to be Under-Sheriff of that county for the ensuing year. Mr. Coren was admitted a solicitor in 1862. He is coroner for the Upper Division of Gloucestershire, and registrar of the archdeaconry of Gloucester.

Mr. RICHARD ENFIELD, solicitor, of Nottingham, has been appointed by the High Sheriff of Nottinghamshire (Mr. Charles Seeley) to be Under-Sheriff of that county for the ensuing year. Mr. Enfield was admitted a solicitor in 1841.

Mr. WILLIAM YOUNG, barrister, Judicial Commissioner of Oudh, who has been appointed to act as a Judge of the High Court at Allahabad, is the eldest son of the Rev. John Young. He was called to the bar at the Middle Temple in Michaelmas Term, 1873.

Mr. CHARLES HENRY HILL, barrister, who has been appointed to act as a Judge of the High Court at Calcutta, is the third son of Mr. John Hill, of Dublin. He was called to the bar at the Middle Temple in Trinity Term, 1872. He has been for some time public prosecutor for the North-West Provinces of India.

Mr. EDWARD OWEN LANGHAM, solicitor, of Eastbourne and Uckfield, has been appointed by the High Sheriff of Sussex (Mr. Robert Thornton) to be Under-Sheriff of that county for the ensuing year. Mr Langham is the son of Mr. James George Langham, solicitor. He was admitted in 1879.

Mr. GEORGE APPLEBY JENKINS, solicitor and notary, of Penryn and Truro, has been appointed Clerk to the Magistrates for the East Kerrier Division of the county of Cornwall. Mr. Jenkins was admitted a solicitor in 1857. He is town clerk of Penryn, clerk to the borough magistrates, clerk to the Falmouth District Highway Board, and official receiver in bankruptcy for the Truro District.

Mr. JOHN REGINALD SYMONDS, solicitor, of Hereford, has been appointed by the High Sheriff of Herefordshire (Lieut.-Colonel Robert Browne) to be Under-Sheriff of that county for the ensuing year. Mr. Symonds is the son of Mr. James Frederick Symonds, solicitor, clerk of the peace for Herefordshire. He was admitted a solicitor in 1872.

Mr. WILLIAM NEWTON, barrister, has been appointed a Queen's Counsel for the colony of Mauritius. Mr. Newton is the son of Mr. William Newton, of Mauritius. He was called to the bar at the Middle Temple in Trinity Term, 1863.

Mr. GEORGE JACQUES MARIE GUIBERT, barrister, has been appointed a Queen's Counsel for the colony of Mauritius. Mr. Guibert was called to the bar at the Middle Temple in Easter Term, 1864.

Mr. THOMAS LAMB, solicitor (of the firm of Todd, Dennes, & Lamb), of 22, Chancery-lane, London, and Southend, Essex, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

RICHARD ARTHUR BLAGDEN and ERNEST WALTER GREENWOOD, solicitors (Blagden & Greenwood), Littlehampton and Chichester. March 1. The said Richard Arthur Blagden will continue to practice at Littlehampton, and the said Ernest Walter Greenwood will continue to practice at Chichester. [*Gazette*, May 9.

GENERAL.

Mr. Justice Denman, in charging the grand jury at Leeds Assizes on the 12th inst., made special reference to the question of the severity or otherwise of sentences passed on criminals—a subject, he said, on which he noticed a great difference of opinion. All he could say about the severity or lightness of sentences was that this was one of the most difficult matters judges had to deal with. He had been for upwards of seventeen years on the bench, and during that time had always had a colleague with whom he had the opportunity of talking about the sentences to be inflicted, and he had seldom if ever found a difference of opinion. Within certain limits it had always been easy to arrive at a conclusion what was the right thing to do. Sometimes it happened that when judges went round the country single-handed there was a difference. The attempt to administer punishment might, he held, be given up if the only principle followed was the quixotic one of trying to reform every criminal. A main object was to prevent the repetition of crime, and persons who depended upon crime for a living as distinguished from honest men needed to endure longer punishment than young offenders. He had heard opinions expressed to the contrary, with which he did not agree. If persons expressing those opinions had his experience their views would be different.

A meeting of members of the publishing, bookselling, and stationery trades was held on Tuesday, Colonel Routledge presiding, to consider Sir A. Rollit's Bill to amend the law of bankruptcy. The Bill was discussed by the meeting, and while certain clauses were deemed valuable others were regarded as prejudicial to the interests of wholesale traders. On the motion of the chairman, resolutions were passed in effect objecting to the last-mentioned clauses, and forming a committee further to consider them, when another meeting will be held. On the same subject a deputation from the London Chamber of Commerce waited on Sir Michael Hicks-Beach at the Board of Trade on the 9th inst. to present certain amendments to Sir Albert Rollit's Bankruptcy Bill which were suggested by a committee of the chamber, appointed on the 14th of April. Mr Thomas K. Tapling, M.P., who, in the absence of Sir Robert Fowler, introduced the deputation, said that the strong opinion of the committee was that if Sir Albert Rollit's Bill passed as it stood it would almost completely prevent creditors from having the control over the assets of estates to which they were justly entitled, and that it would hand over to officials of the court the realization thereof. Experience had conclusively shewn that such a course was neither economical nor calculated to benefit either debtors, creditors, or the public generally, and they felt very strongly that the property of an insolvent debtor should belong to his creditors, who were the proper, and indeed the only, persons who should decide how that property was to be dealt with. Sir Michael Hicks-Beach said that a good deal had been urged about the relation between the cost of trustees and official receivers; but, putting aside those points, he thought they might, perhaps, come to some arrangement in which all might agree if he were to make the following suggestion:—"Supposing we allowed a certain majority, say four-fifths or five-sixths of the creditors, to bind the minority to a deed of arrangement on condition that the Board of Trade were allowed, through its representatives, some opportunity of preliminary investigation, stopping the deed if any misconduct were proved against the debtor, and that in all other cases not covered by such deeds of arrangement any of the creditors should be allowed to present a petition in bankruptcy without reference to the amount of their debt. A committee of the chamber might meet Mr. John Smith, the Inspector-General of the Bankruptcy Division (and Sir Albert Rollit might be asked to join), and discuss the matters put forward, and see whether some arrangement could not be come to." The deputation then withdrew.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, May 19	Mr. Godfrey	Mr. Pemberton	Mr. Farmer
Tuesday 20	Leach	Ward	Rolt
Wednesday..... 21	Godfrey	Pemberton	Farmer
Thursday..... 22	Leach	Ward	Rolt
Friday 23	Godfrey	Pemberton	Farmer
	Mr. Justice North.	**Mr. Justice Stirling.**	**Mr. Justice Kekewich.**
Monday, May 19	Mr. Lavie	Mr. Pugh	Mr. Clowes
Tuesday 20	Carrington	Beal	Jackson
Wednesday..... 21	Lavie	Pugh	Clowes
Thursday..... 22	Carrington	Beal	Jackson
Friday 23	Lavie	Pugh	Clowes

The Whitsun Vacation will commence on Saturday, the 24th day of May, and terminate on Tuesday, the 27th day of May, 1890, both days inclusive.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABOUKIR BAY TREASURE RECOVERY CO, LIMITED—Petn for winding up, presented May 3, directed to be heard before North, J, on May 17 Murray & Co, Birchin lane, solors for petners

BIRKENHEAD BRITISH WORKMAN PUBLIC HOUSE CO, LIMITED—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to Brabner & Court, 10, Cook st, Liverpool, solors for liquidators

CHRISTIAN MILLION PUBLISHING CO, LIMITED—Petn for winding up, presented May 9, directed to be heard before Chitty, J, on Saturday, May 17 May & Co, Adelaide place, London Bridge, solors for company

CORDOVA UNION GOLD CO, LIMITED—Kay, J, has, by an order dated May 7, appointed Julius Wilson Hetherington Byrne, 81, Gracechurch st, to be official liquidator

DRAMATIC OPINION, LIMITED—Stirling, J, has fixed Tuesday, May 20, at 12, at his chambers, for the appointment of an official liquidator

DU TOIT SYNDICATE (EUROPEAN COMMITTEE), LIMITED—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Maurits Johannes Albrecht, Stephanus Jacobus Du Toit, and Thomas Russell Bradberry, 5, Throgmorton avenue Ingle & Co, Threadneedle st, solors for liquidators

EAST RIDING CLUB AND RACECOURSE CO, LIMITED—Petn for winding up, presented May 7, directed to be heard before Kay, J, on May 17 Cunliffes & Davenport, Chancery lane, agents for Middlemiss & Pearce, Kingston upon Hull, solors for petner

JOHN BARRAS & CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Barras Ramsay Reed, Tyne Brewery, Corporation st, Newcastle on Tyne

MOSS BAY HEMATITE IRON AND STEEL CO, LIMITED—Chitty, J, has fixed May 2, at 12, as the time and place for the appointment of an official liquidator

NEW BRUNSWICK TRADING COMPANY OF LONDON, LIMITED—Stirling, J, has fixed May 22, at 12, at his chambers, for the appointment of an official liquidator

NORTH SHIELDS ICE CO, LIMITED—Creditors are required, on or before May 28, to send their names and addresses and the particulars of their debts or claims, to Mr. Thomas McKenzie, Corporation Fish Quay, North Shields Kidd, North Shields, solor for liquidator

STANDARD PORTLAND CEMENT CO, LIMITED—By an order made by North, J, dated April 26, it was ordered that the company be wound up Chinery & Co, Brabant ct, Gracechurch st, solors for company and petnrs

THE ARGENTELLA MINES, LIMITED—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Charles Francis Branton, 16, Philpot lane

THE MANCHESTER PRINCES THEATRE CO, LIMITED—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to Thomas Pilling, 2, Clarence bldngs, Booth st, Manchester

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

CLITHEROE JUBILEE MILL CO, LIMITED—The Vice-Chancellor has, by an order dated March 28, appointed William Porter, King st, Blackburn, to be official liquidator Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to the above Thursday, June 19, at eleven, is appointed for hearing and adjudicating upon the debts and claims No creditor need attend unless notice has been given to him or her to attend such appointment

FRIENDLY SOCIETIES DISSOLVED.

COURT PRIDE OF THE ESK, ANCIENT ORDER OF FORESTERS, New Inn, Aislaby, nr Whitley, York May 7

KINGSTON DEVERILL FRIENDLY TEMPERANCE BURIAL SOCIETY, Schoolroom, Kingston Deverill, Warminster, Wilts May 7

MOSS ROSE LODGE, U. O. FREE GARDENERS FRIENDLY SOCIETY, Wellington Inn, Bedford st, Preston, Lancaster May 5

NEW LIVER FRIENDLY SICK AND BURIAL SOCIETY, Primitive Methodist School, Benlidist, Liverpool May 7

SANCTUARY PRINCE OF WALES SOCIETY, Townhall, Wellington, Somerset April 29

London Gazette.—TUESDAY, May 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COUNTIES CONSTITUTIONAL MAGAZINE SYNDICATE, LIMITED—Peta for winding up, presented May 12, directed to be heard before Stirling, J., on June 7 Morse & Co, King st, Cheapside, solors for petner

GENERAL EXHIBITIONS SYNDICATE, LIMITED—Creditors are required, on or before June 4, to send their names and addresses and particulars of their debts or claims to Frederick George Clark, 8, Old Jewry Wednesday, June 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

MARINE AND GENERAL LAND, BUILDING, AND INVESTMENT CO, LIMITED—By an order made by Chitty, J., dated April 26, it was ordered that the voluntary winding up of the company be continued Hazard, Old Jewry, solor for petner

MONTE CARLO GOLD MINING CO, LIMITED—Peta for winding up, presented May 12, directed to be heard before North, J, on June 7 Hoare, Moorgate st, solor for petners

SAVOY PUBLISHING CO, LIMITED—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Charles James Singleton, 8, Staple inn, Holborn Monday, June 16, at 12, is appointed for hearing and adjudicating on the debts and claims

THE MANCHESTER SHIP CO, LIMITED—Creditors are required on before June 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Pilling, 2, Clarence bldgs, Booth st, Manchester Weston & Co, Manchester, solors for liquidator

WORCESTERSHIRE CATTLE PLAGUE MUTUAL ASSURANCE CO, LIMITED—By an order made by Kekewich, J, dated May 3, it was ordered that the company be wound up Stallard & Turner, Bedford row, agents for Beale, Worcester, solor for petner

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 6.

ATKINSON, SAMUEL, Allerton Bywater, Yorks, Farmer. June 23. Phillips, Castleford

BALLARD, VOLANT VASHON, Southsea, Hants, Esq. July 1. Godden & Co, Old Jewry

BEAUCHAMP, GRANVILLE PELHAM, Santa Monica, California, Esq. June 24. Radcliffes & Cator, Craven st, Charing cross

BONNOR, MARTHA, Tresillian rd, Lewisham High rd. June 16. Bilsby, College hill, Cannon st

BROWN, MATTHEW, Peterborough, Railway Contractor. May 31. Percival & Son, Peterborough

CLARK, JOHN, Shorne Ridgway, Kent, Gent. May 31. Stephens & Son, Chatham

CROWTHER, JAMES, Rotherham, Yorks, Gent. July 1. Marsh & Son, Rotherham

CUNNINGHAM, ELIZABETH, Chatham. May 31. Stephens & Son, Chatham

DEAN, RICHARD, Preston, Painter. May 31. W. & J. Cooper, Preston

EASTWOOD, WILLIAM ANTHONY, Waterhill Friendly and Sowerby Bridge, Halifax, Tinsmith. May 28. Furniss, Brighouse

FLEMING, JOHN, Newcastle on Tyne, Solicitor. July 1. Chartres & Youll, Newcastle on Tyne

GUN-CUNINGHAME, ERINA FRANCES ELLEN, Hyères (Var), France. June 1. Potter, Brighton

HARRISON, JANE ELIZABETH, Heaton Park, nr Manchester. May 31. Joe Cooke and J. & J. Hibbert & Westbrook, Hyde

HAYTER, GEORGE WILLIAM ALBERT, Windsor. June 17. Wheatly & Co, New inn, Strand

HENDERSON, WILLIAM, Bradford, Stuff Merchant. June 16. Gordon & Co, Bradford

HEYTHUYSEN, HENRY RIVETT MANDAVILLE VAN, Tunbridge Wells, Retired Maj.-Gen. H.M.'s Bombay Army. May 31. Hole & Peard, Bideford

HOARE, EDWARD, Wendover, Bucks, Gent. June 15. Flux & Leadbitter, Leadenhall st

HUGO, JOHN EDMUND, Addle st, Wood st, Chemist. June 7. Shearman, Gresham st

INGHAM, Sir JAMES TAYLOR, Gloucester sq, Hyde pk, Knt., Chief Magistrate of the Police Courts of the Metropolis. June 4. Darley & Cumberland, John st, Bedford row

JARRETT, GEORGE, Margate, Coal Merchant. June 14. Boys, Margate

KENDALL, HENRY, Lee, Kent. July 3. Godden, Lime st

KENNETT, RICHARD BARLOW, Blackfriars rd, Gent. June 24. S. M. & J. B. Benson, Clement's inn

LYTHGOE, JAMES, Old Trafford, nr Manchester, Law Stationer. July 1. Earle & Co, Manchester

MACKINTOSH, ALEXANDER, Westminster chmbrs, Victoria st, Civil Engineer. June 9. Rowcliffe & Co, Bedford row

MAY, JOHN, Rectory rd, Stoke Newington, Hatter. June 16. Greig, Fenchurch st

MEDLEY, JOHN EDWARD, Hill rd, Abbey rd, St John's Wood, Gent. June 9. Badham & Williams, Salter's Hall ct, Cannon st

MELLAND, STEPHEN, Brampton, nr Chesterfield, Esq. July 1. Shipton & Co, Chesterfield

NEWTON, JANE, Liverpool. June 7. Watkins, Liverpool

PACKMAN, ANNE HILBERT, Tupton Hall, nr Chesterfield. July 1. Shipton & Co, Chesterfield

PEARCE, SUSAN, Plymouth. July 31. Whiteford & Bennett, Plymouth

PERCEVAL, MICHAEL HENRY, Monte Carlo. May 26. Wordsworth & Co, Threadneedle st

PORTER, THOMAS, Kippax, Yorks, Farmer. June 23. Phillips, Castleford

PRICE, EDWARD, Birmingham, formerly Fish Salesman. June 7. Balden & Son, Birmingham

PURNELL, HENRY ALBERT, Cheltenham, Chemist. June 14. Smiles, Bedford row

REEVE, ELIZABETH, Viaduct rd, Brighton. May 24. Keen & Co, Knightrider st

ROTHWELL, CHARLES, Bolton, Surgeon. June 30. Holden & Holden, Bolton

SHEPHERD, HENRY AUSTIN, Chelston, Torquay, Esq. June 24. Lindop, Torquay

SPENCER, JAMES, Windsor, Carver. June 24. Durant, Windsor

STEPHENS, WILLIAM, Presteign, Radnor, Solicitor. June 24. Wood, Rhayader

TURNER, JOHN, Whittington, Derby, Auctioneer. July 1. Shipton & Co, Chesterfield

TAYLOR, BARBARA, Mortimer, Hants. June 24. Hewett, Reading

THORNTON, BENJAMIN, Idle, Yorks. June 12. Gordon & Co, Bradford

TOLLEMACHE, Hon and Rev HUGH FRANCIS, Harrington, Northampton, Clerk. June 10. Lamb & Co, Kettering

WACKERBARTH, JOHN HENRY, Leadenhall,st, Ship Broker. June 24. Armstrong, Chancery lane

WHITAKER, WILLIAM, Horton, Bucks, Gent. June 12. W H Waller & Son, Duke st, Adelphi

WILKINSON, DAVID, Armley, Leeds, Forgeman. June 10. Cousins & Cousins, Leeds

WILLOUGHBY, THOMAS BURN, Chestnut rd, West Norwood, Gent. June 14. Armstrong & Lamb, Old Jewry

WILMER, ANN, Prestatyn, Flints. June 2. Challinor, Manchester

YATE, CHARLES ALLIX, late Rector of Uppingham. May 14. Dix, Newcastle upon Tyne

YOUELL, ANNE, Bath. June 30. Chesterman, Bath

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, May 9.

RECEIVING ORDERS.

ADAMS, GEORGE THOMAS, Milton, nr Lymington, Hants, Wheelwright Southampton Pet May 6 Ord May 6

ALDRIDGE, ANTHONY, Petersfield, Hants, Stonemason Portsmouth Pet April 11 Ord April 24

BADGER, JAMES, Canterbury, Licensed Victualler Canterbury Pet May 5 Ord May 5

BARKER, THOMAS, Leeds, Butcher Leeds Pet May 6 Ord May 6

BRANDON, WILLIAM HENRY LENDON, Liverpool rd, Islington, Coachbuilder High Court Pet May 6 Ord May 6

BLACKBURN, HENRY, Milnrow, nr Rochdale, Flannel Manufacturer Oldham Pet May 6 Ord May 6

BOAER, JOHN, Sevenoaks, Kent, Builder Tunbridge Wells Pet May 5 Ord May 5

BOWD, WALTER, Surbiton, Surrey, Joiner Kingston Pet May 5 Ord May 5

BREWER, ELIZA JANE, Penzance, Butcher Truro Pet May 3 Ord May 5

BRYANT, THOMAS, Curtain rd, Chairmaker High Court Pet May 7 Ord May 7

COGSWELL, J. M., sen, Purley, Surrey, Builder Croydon Pet March 25 Ord May 6

COOPER, GEORGE, Leatherhead, Surrey, Plumber Croydon Pet April 25 Ord May 6

CORBETT, JOHN, Catherine st, Buckingham gate, Publican High Court Pet April 18 Ord May 6

CRANSTON, GEORGE, Longsight, Lancs, Travelling Draper Manchester Pet April 23 Ord May 7

EDWARDS, FRED, Gillingham, Dorset, Plumber Salisbury Pet May 5 Ord May 5

FARLEY, JOHN THOMAS, Truro, Cornwall, Builder Truro Pet April 26 Ord May 6

FORD, FREDERICK HENRY ALFRED, late Commercial rd High Court Pet May 1 Ord May 7

FRANKENHEIM, FERDINAND, Hanway st, Oxford st, Dealer in Works of Art High Court Pet May 7 Ord May 7

GARNAR, ARTHUR, and WALTER GARNAR, Frankton rd, Hill st, Peckham, Builders High Court Pet May 6 Ord May 6

GARNER, WILLIAM THOMAS, sen, Willenhall, Staffs, Brass Caster Wolverhampton Pet May 3 Ord May 5

HARDY, JOSEPH STEERS, Nottingham, Lace Manufacturer Nottingham Pet May 6 Ord May 6

HARGREAVES, SAMUEL, and MARY ELIZABETH HARGREAVES, Leicester Boot Manufacturers Leicester Pet May 7 Ord May 7

HAWCROFT, WILLIAM, Worsbrough Bridge, nr Barnsley, Grocer Barnsley Pet May 5 Ord May 5

HERRING, WALTER BENJAMIN JOSEPH, the Burroughs, Hendon, Oilman Barnet Pet May 7 Ord May 7

HOARE, JAMES ROBERT BUTLER, Ipswich, Grocer Ipswich Pet May 3 Ord May 3

HONOUR, ALBERT STEPHEN, Station rd, Harrow, Grocer St Albans Pet May 5 Ord May 5

HOOK, GEORGE EMANUEL SAMUEL LUPINO, Birmingham, Pantomimist Birmingham Pet May 7 Ord May 7

HOPE, HENRY, York, Provision Dealer York Pet May 7 Ord May 7

HOSKYNS, THOMAS SNOW, Leamington, Grocer Warwick Pet May 5 Ord May 5

HUNTINGFORD, ROBERT RICHARD PRIDEAUX, Winchester, Tobacconist Winchester Pet May 5 Ord May 5

HUTCHINS, SAMUEL, Halberton, Devon, Dealer Exeter Pet May 6 Ord May 6

KETTLE, CHARLES, Townshend rd, St John's Wood, Boot Maker High Court Pet May 6 Ord May 6

LATTER, GEORGE, Dorking, Surrey, Draper Croydon Pet May 3 Ord May 3
LEMMENS, JOHN CHARLES, Liverpool, Dental Surgeon Liverpool Pet April 23 Ord May 7
LILLEY, BENNETT, & Co., Lombard st, Timber Merchants High Court Pet April 1 Ord May 7
LOADS, HERBERT WALTER, Parliament Hill rd, Hampstead, Boot Manufacturer's Manager High Court Pet May 6 Ord May 6
LOCKHEAD, WILLIAM KERR, Gringley on the Hill, Notts, Physician Lincoln Pet May 5 Ord May 5
MARTIN, HENRY, Trawden, Lancs, Cotton Waste Bleacher Burnley Pet May 6 Ord May 6
MARTIN, WILLIAM, Brighton, Plumber Brighton Pet May 7 Ord May 7
MATTHEWS, CHARLES, Southport, Plumber Liverpool Pet April 15 Ord May 7
MELLORS, HUBERT CHARLES, Burton on Trent, Builder Burton on Trent Pet April 29 Ord April 30
MITCHELSON, HENRY, Squires Mount otgs, Hampstead Heath, late Bank Clerk High Court Pet May 6 Ord May 6
PERKINS, JOHN, Gainsborough, Joiner Lincoln Pet May 5 Ord May 5
PERRONS, JOSEPH, Basford, Notts, Fish Hawker Nottingham Pet May 5 Ord May 5
RANZATTO, JOSEPH, Maindee, Newport, Mon, Grocer Newport, Mon Pet May 7 Ord May 7
REYNOLDS, THOMAS, Kidwelly, Carmarthenshire, Draper Carmarthen Pet May 7 Ord May 7
SAUNDERS, WILLIAM HENRY, Plymouth, Grocer East Stonehouse Pet May 7 Ord May 7
SCHAFER, JACOB WILLIAM HENRY, Great Tower st High Court Pet April 18 Ord May 1
SMITH, JAMES, Ashley, Box, Wilts, Builder Bath Pet May 5 Ord May 5
SUMMERS, GEORGE, Gt Yarmouth, Grocer Gt Yarmouth Pet April 26 Ord May 7
THOMPSON, ROBERT, Weads Nook, nr Carlisle, Tailor Carlisle Pet May 7 Ord May 7
THORPE, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet May 6 Ord May 6
TOMES, ALFRED, Liverpool, Boot Dealer Liverpool Pet May 6 Ord May 6
WALLIS, RICHARD, Stafford rd, Upton Park, Builder High Court Pet May 6 Ord May 7
WHELLER, RICHARD, Glastonbury, Somerset, Farmer Wells Pet May 6 Ord May 6

FIRST MEETINGS.

ADAMS, GEORGE THOMAS, Milton, nr Lymington, Hants, Wheelwright May 23 at 11 Off Rec, 4, East st, Southampton
ALDRIDGE, ANTHONY, Petersfield, Stonemason June 2 at 3.30 166, Queen st, Portsea
BADGER, JAMES, Canterbury, Licensed Victualler May 21 at 3 Off Rec, 5, Castle st, Canterbury
BALCOMBE, BENJAMIN ALFRED, Denmark terr, Southall green, Grocer May 16 at 3 95, Temple chmbrs, Temple avenue
BARLOW, NATHAN, Stoke upon Trent, Builder May 16 at 4 North Stafford Hotel, Stoke upon Trent
BLACKBURN, HENRY, Milnrow, Rochdale, Flannel Manufacturer May 20 at 11.15 Townhall, Rochdale
BONE, GEORGE ROBERT, and EDWARD MYALL, Wood st, Straw Bonnet Warehousemen May 30 at 12 Bankruptcy bldgs, Lincoln's inn
BREAKELL, JOHN WILLIAM, Manchester, Quarry Owner May 16 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
BREWER, ELIZA JANE, Penzance, Butcher May 17 at 12 Off Rec, Boscawen st, Truro
BUTTERFIELD, ANN, Liverpool, Draper May 22 at 3 Off Rec 35, Victoria st, Liverpool
CARTMAN, THOMAS, Ripon, Yorks, Baker May 16 at 11.30 Railway Hotel, Northallerton
DAVIS, WILLIAM, Dover, Licensed Victualler May 21 at 4 Off Rec, 5, Castle st, Canterbury
EDWARDS, FRED, Gillingham, Dorset, Plumber May 19 at 12.30 Off Rec, Salisbury
FAIRHURST, WILLIAM, Blackpool, Builder May 19 at 2.15 Lane Ends Hotel, Blackpool
GRAY, JOSEPH BENJAMIN, Mincing lane, Merchant May 20 at 12 33, Carey st, Lincoln's inn
HOARE, JAMES ROBERT BUTLER, Ipswich, Grocer May 16 at 12 Off Rec, Ipswich
HODGES, FANNY, Aberdare, Boot Dealer May 20 at 2 Off Rec, Merthyr Tydfil
HOPE, HENRY, York, Provision Dealer May 16 at 11.30 Off Rec, York
HUNTINGFORD, ROBERT RICHARD PRIDEAUX, Winchester, Tobacconist May 23 at 2.30 Off Rec, 4, East st, Southampton
HUTCHINGS, SAMUEL, Halberton, Devon, Dealer May 20 at 11 Off Rec, 13, Bedford circus, Exeter
JARDINE, DAVID MCMICHAEL, Blackburn, Travelling Draper May 20 at 4 County Court House, Blackburn
JONES, BENJAMIN WILLIAM, Neath, Glam, Grocer May 19 at 12 Off Rec, 97, Oxford st, Swansea
LANDQUIST, JUSTUS FERDINAND, Mark lane, Commission Agent May 20 at 11 Bankruptcy bldgs, Lincoln's inn
LANE, ANDREW, Hanley William, Worcs, Blacksmith May 16 at 2.15 Hooper & Weston, Solicitors, Kidderminster
LATHBURY, THOMAS ARTHUR, City rd, Surgeon May 20 at 2.30 33, Carey st, Lincoln's inn fields
MARTIN, ROBERT, Liverpool, formerly Builder May 20 at 3 Off Rec, 35, Victoria st, Liverpool
MELLORS, HUBERT CHARLES, Burton on Trent, Builder May 19 at 2.30 Midland Hotel, Station st, Burton on Trent
MOORE, FREDERICK, Leicester, Bootmaker May 16 at 12.30 Off Rec, 34, Friar lane, Leicester
MYERS, JOSEPH, Duke st, Aldgate, Wholesale Optician May 22 at 11 33, Carey st, Lincoln's inn fields
NATHAN, HENRY, Central Meat Market, Smithfield, Meat Salesman May 22 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
PARKER, J. MELLOR, Liverpool, Cotton Broker May 22 at 2.30 Off Rec, 35, Victoria st, Liverpool
PERKIN, JOHN GRAHAM, Wakefield, Mechanic May 16 at 11 Off Rec, Bond terr, Wakefield
RANZATTO, JOSEPH, Maindee, Newport, Mon, Grocer and Baker May 21 at 12 Off Rec, Council chmbrs, Corn st, Newport
RIMMER, ROBERT, Liverpool, Licensed Victualler May 20 at 2 Off Rec, 35, Victoria st, Liverpool
ROLLS, JOHN AUGUSTUS, Sandwich, Kent, formerly Brewer May 17 at 12 Bankruptcy bldngs, Lincoln's inn fields
ROWLETT, JAMES GARNER, Brighton, retired Stock Jobber May 19 at 11 Bankruptcy bldgs, Lincoln's inn fields
SANDERS, ALFRED, Swansea, late Fruiterer May 19 at 3 Off Rec, 97, Oxford st, Swansea
SPENCE, JOHN BERGER, Halfmoon st, Piccadilly May 19 at 11 33, Carey st, Lincoln's inn fields
SUTTON, WILLIAM JOSEPH, Ilford, Essex, Oilman May 19 at 2.30 33, Carey st, Lincoln's inn fields
THOMAS, WILLIAM, Merthyr Tydfil, Grocer May 20 at 12 Off Rec, Merthyr Tydfil
VASSALL, JAMES ANTHONY, Scarborough, Jeweller May 19 at 11.30 74, Newborough st, Scarborough
WIGGINS, DANIEL, Fritwell, Oxon, Baker May 17 at 12 1, St Aldate's, Oxford
WILLIAMS, ALFRED, Cheltenham, Baker May 20 at 4.15 County Court bldgs, Cheltenham
WILLIAMS, BENJAMIN, Skewen, Glam, Coal Trimmer May 19 at 2.30 Off Rec, 97, Oxford st, Swansea
WILLIAMS, EPHRAIM, Merthyr Tydfil, Labourer May 20 at 11 Off Rec, Merthyr Tydfil

The following amended notices are substituted for those published in the London Gazette of May 6.

AYLWIN, ALBERT, Bournemouth, Corn Merchant's Clerk May 14 at 3 Off Rec, Salisbury
PILCH, ARTHUR, Norwich, Builder May 17 at 11.30 Off Rec, 8, King st, Norwich

RECEIVING ORDER RESCINDED.

BENNETT, WILLIAM, Liverpool, Ironfounder Liverpool Rec Ord Sept 15, 1888 Resc May 7

ADJUDICATIONS.

BARKER, THOMAS, Leeds, Butcher Leeds Pet May 6 Ord May 6
BARLOW, NATHAN, Stoke upon Trent, Builder Stoke upon Trent Pet April 23 Ord May 5
BLACKBURN, HENRY, Milnrow, nr Rochdale, Flannel Manufacturer Oldham Pet May 6 Ord May 6
BOWKETT, CHARLES ROBERT, Birmingham, Painter Birmingham Pet May 3 Ord May 6
BREWER, ELIZA JANE, Penzance, Butcher Truro Pet May 1 Ord May 6
BROCK, HENRY BLAKE, late of Bristol, Solicitor Bristol Pet April 12 Ord May 5
BRYANT, THOMAS, Curtain rd, Chairmaker High Court Pet May 7 Ord May 7
CARAMELLI, PIETRO, Tottenham court rd Restaurateur High Court Pet May 1 Ord May 6
CERIAX, HEINRICH, Newman st, Oxford st, Bootmaker High Court Pet May 3 Ord May 6
DANN, HENRY NEWMAN GROVES, Chapel st, Milton st, Dealer in Umbrella Materials High Court Pet April 9 Ord May 7
DE ARTOLA, JOSE MARIA, JORGE DE ARTOLA, RAMON DE ARTOLA, FRANCISCO DE ARTOLA, and DANIEL DE ARTOLA, Austinfriars, Merchants High Court Pet Jan 2 Ord May 6
EASTWOOD, HARRY WILLIAM, Queen's rd, Bayswater Confectioner High Court Pet May 3 Ord May 3
EDWARDS, FRED, Gillingham, Dorset, Plumber Salisbury Pet May 2 Ord May 5
GARNER, WILLIAM THOMAS, the elder, Willenhall, Staffs, Brass Caster Wolverhampton Pet May 3 Ord May 6
HALLETT, FREDERIC FRANCIS, Brighton, Farmer Brighton Pet April 21 Ord May 7
HAWCROFT, WILLIAM, Worborough Bridge, nr Barnsley, Grocer Barnsley Pet May 5 Ord May 5
HOARE, JAMES ROBERT BUTLER, Ipswich, Grocer Ipswich Pet May 3 Ord May 3
HONOUR, ALBERT STEPHEN, Station rd, Harrow, Grocer St Albans Pet May 5 Ord May 5
HOPE, HENRY, York, Provision Dealer York Pet May 6 Ord May 7
HOSKYNS, THOMAS SNOW, Leamington, Grocer Warwick Pet May 5 Ord May 5
HUNTINGFORD, ROBERT RICHARD PRIDEAUX, Winchester, Tobacconist Winchester Pet May 5 Ord May 6
HUTCHINGS, SAMUEL, Halberton, Devon, Dealer Exeter Pet May 6 Ord May 6
JAMES, ROBERT, Church st, Paddington, Tax Collector High Court Pet March 3 Ord May 5
KING, HORACE, King's Lynn, Watchmaker King's Lynn Pet April 22 Ord May 5
LILLEY, ARTHUR HENRY, Lombard st, Timber Merchant High Court Pet April 1 Ord May 7
LOADS, HERBERT WALTER, Parliament Hill rd, Hampstead, Boot Manufacturer's Manager High Court Pet May 6 Ord May 6
LOCKHEAD, WILLIAM KERR, Gringley on the Hill, Notts, Physician Lincoln Pet May 5 Ord May 5
LOCKYER, JOHN, Bournemouth, Baker Poole Pet March 30 Ord May 6
MARTIN, HENRY, Trawden, Lancs, Cotton Waste Bleacher Burnley Pet May 6 Ord May 6
NATHAN, HENRY, Central Meat Market, Smithfield, Meat Salesman High Court Pet April 3 Ord May 7
NEILL, GEORGE ROBERT, Harrington rd, Kensington, no occupation High Court Pet Feb 6 Ord May 6
PERKINS, JOHN, Gainsborough, Joiner Lincoln Pet May 5 Ord May 5
PERRONS, JOSEPH, Basford, Notts, Fish Hawker Nottingham Pet May 5 Ord May 5
RANZATTO, JOSEPH, Maindee, Newport, Mon, Grocer Newport, Mon Pet May 7 Ord May 7
REYNOLDS, THOMAS, Kidwelly, Carmarthenshire, Draper Carmarthen Pet May 7 Ord May 7
ROWNTREE, WILLIAM LITTLE, Howdon, Yorks, late Printer Kingston upon Hull Pet May 2 Ord May 5
SOLOMON, SAMUEL, Guilford st High Court Pet March 6 Ord May 6
TEBBS, ROBERT, Leicester, Baker Leicester Pet April 28 Ord May 6
THOMAS, JAMES, and ARTHUR TREVOR ROBERTS, Cardiff, General Carriers Cardiff Pet May 2 Ord May 3
THOMPSON, ROBERT, Weads Nook, nr Carlisle, Tailor Carlisle Pet May 7 Ord May 7
THORPE, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet May 6 Ord May 6
TOMES, ALFRED, Liverpool, Boot Dealer Liverpool Pet May 5 Ord May 6
VASSALL, JAMES ANTHONY, Scarborough, Jeweller Scarborough Pet April 26 Ord May 7
WHELLER, RICHARD, Glastonbury, Farmer Wells Pet May 6 Ord May 6
WIGGINS, DANIEL, Fritwell, Oxon, Baker Oxford Pet April 30 Ord May 5
YOUNG, A. STUART, The First Avenue Hotel, Holborn, Esq High Court Pet Sept 13, 1889 Ord April 28

London Gazette.—TUESDAY, May 13.

RECEIVING ORDERS.

ATKINSON, THOMAS, Leeds, Chemist Leeds Pet May 9 Ord May 9
BRAY, ROBERT, Holme, Lincs, Farmer Gt Grimsby Pet May 9 Ord May 9
BULLIVANT, RICHARD ARTHUR, Leeds, Architect Leeds Pet May 9 Ord May 9
CHARLESWORTH, FREDERICK CORDER, and RICHARD SIMMONS CHARLESWORTH, Sheffield, Joiners Sheffield Pet April 14 Ord May 8
CROFT, THOMAS HENRY, Clay Cross, Derbyshire, Baker Chesterfield Pet April 28 Ord May 7
CURTIS, WILLIAM, Kingston upon Hull, Bricklayer Kingston upon Hull Pet May 9 Ord May 9
ELLSON, WILLIAM, Sunderland, Draper Sunderland Pet April 25 Ord May 9
FILEMAN, HENRY, Hornsey rd, Pawnbroker High Court Pet May 9 Ord May 10
GODFREY, THOMAS, Belmont grove, Turnham green, of no occupation High Court Pet March 21 Ord May 9
HAIGH, EDWARD, Shelf, Yorks, late Innkeeper Bradford Pet May 9 Ord May 9
HARDWICK, WILLIAM, and HENRY SMITH HARDWICK, Keighley, Worsted Spinners Bradford Pet May 6 Ord May 8
HARRIS, DAVID, Ewhurst, Sussex, Butcher Hastings Pet May 9 Ord May 9
HOLDEN, RALPH, Southport, Grocer Liverpool Pet May 10 Ord May 10
HUNT, HENRY, and JAMES HUNT, Willenhall, Staffs, Coal Masters Walsall Pet May 7 Ord May 7
JONES, JOHN EDWARD, Aberavon, Glam, Grocer Neath Pet May 8 Ord May 8
JONES, JOHN MARCHANT, Wells, Somerset, Manager of Beerhouse Frome Pet May 8 Ord May 8
KENT, ARTHUR, Ackworth, Yorks, Journeyman Blacksmith Wakefield Pet May 8 Ord May 8
LUSH, JOHN, Bradford, Tobacconist Bradford Pet May 8 Ord May 9
MCLAUGHLIN, VIVIAN, Stanley gdns, Kensington pk, Gent High Court Pet April 16 Ord May 7
MEATS, WILLIAM, Clacton on Sea, Essex, Engineering Contractor Colchester Pet May 6 Ord May 6
MONY, SAMUEL ERNEST, Cambridge, Draper Cambridge Pet May 9 Ord May 9
MORRIS, ARTHUR, sen, Carlton, Notts, General Carter Nottingham Pet May 9 Ord May 9
MYERS, JACOB, Southsea, Traveller Portsmouth Pet May 8 Ord May 8
OWEN, ARTHUR, Silloth, Cumberland, Hotel Keeper Carlisle Pet May 8 Ord May 8
PRICE, ARTHUR, Walsall, Butcher Walsall Pet May 9 Ord May 9
REYNOLDS, JABEZ, Grosvenor rd, Pimlico, Builder Tunbridge Wells Pet April 3 Ord May 8
RUTTER, THOMAS, Stockton on Tees, Weighman Stockton on Tees Pet May 9 Ord May 9
SOAN, HERBERT, Crawley, Sussex, Plumber Brighton Pet April 14 Ord May 8
STAGG, ADOLPHUS, and FRANK STAGG, Sheffield, Steel Makers Sheffield Pet May 9 Ord May 9
STONE, JOSIAH, and WILLIAM HUMPHRIES, Railway arches, Hop Exchange, Southwark, Builders High Court Pet May 8 Ord May 8
THOMAS, WALTER DAVID, Swansea, Grocer Swansea Pet May 10 Ord May 10
WEST, W, West Beech rd, Noel pk, Wood green, Builder Edmonton Pet April 10 Ord May 9
WHITTAKER, WILLIAM, Warrington, Fishmonger Warrington Pet May 8 Ord May 8
WILES, HENRY, Bedford, Tailor Bedford Pet May 9 Ord May 9
WILLIAMS, ALFRED, Handsworth, Staffs, Grocer's Assistant Birmingham Pet May 9 Ord May 9
WILLIAMS, ELLIS, Bethesda, Carnarvonshire, Draper Bangor Pet May 8 Ord May 8
WINFIELD, HENRY, Gloucester, Ship Chandler Gloucester Pet May 9 Ord May 9

WORTHAM, HALE, Portobello rd, Tripe Seller High Court Pet May 8 Ord May 8
WRIGHT, FREDERICK ARTHUR, and MARY JANE, WRIGHT, Wombwell, Yorks, Grocers Barnsley Pet May 8 Ord May 9
WRIGHT, JOHN, Cannock, Staffs, Butcher Walsall Pet April 15 Ord May 8
The following amended notice is substituted for that published in the London Gazette, May 2.
GRUNSELL, JAMES, Winchester, Coachbuilder Poole Pet April 30 Ord April 30

FIRST MEETINGS.

BEARDON, WILLIAM HENRY LENDON, Liverpool rd, Islington, Coachbuilder May 23 at 2.30 35, Carey st, Lincoln's inn
BOWKETT, CHARLES ROBERT, Birmingham, Painter May 21 at 11 25, Colmore row, Birmingham
BROWN, EDWARD, Liverpool st, Architect May 30 at 11 33, Carey st, Lincoln's inn
CRANSTON, GEORGE, Longsight, Lancs, Travelling Draper May 20 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
DICKIN, GEORGE PRICE, and THOMAS BENJAMIN DICKIN, Selattyn, Salop, Farmers May 23 at 2 Queen's Hotel, Oswestry
DOMPE, GIOVANNI, Wardour st, Oxford st, Provision Merchant May 23 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
ELMITT, HENRY, Blankney, Lincs, Farmer May 21 at 12.30 Off Rec, 31, Silver st, Lincoln
FLOWER, F. G., late Queen Anne's mansions May 23 at 1 33, Carey st, Lincoln's inn
GARNAR, ARTHUR, and WALTER GARNAR, Frankton rd, Hill st, Peckham, Builders May 23 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
GERNHARDT, THOMAS, Brockley pk, Forest hill, Kent, late Manager to Foreign Cattle Salesmen May 20 at 11 24, Railway approach, London Bridge
HAIGH, EDWARD, Shelf, Yorks, late Innkeeper May 23 at 11.30 Off Rec, 31, Manor row, Bradford
HANCOCK, GEORGE, Green lanes, Stoke Newington, no occupation May 21 at 12 25, Temple chmbrs, Temple avenue
HARDWICK, WILLIAM, and HENRY SMITH HARDWICK, Keighley, Yorks, Worsted Spinners May 22 at 11 Off Rec, 31, Manor row, Bradford
HARGRAVES, SAMUEL, and MARY ELIZABETH HARGRAVES, Leicester, Boot Manufacturers May 20 at 12.30 Off Rec, 24, Friar lane, Leicester
HARRIS, SAMUEL, Bishopsgate st Without, Bookseller May 20 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HAWCROFT, WILLIAM, Worsbrough Bridge, nr Barnsley, Grocer May 23 at 11.30 Off Rec, 1, Hanson st, Barnsley
HELM, HENRY, Preston, Furniture Painter June 6 at 2 Off Rec, 14, Chapel st, Preston
HOBREN, BROTHERS, WILLIAM RICHARD HOBREN, and JOHN HOBREN, late George yard, Lombard st, Builders May 23 at 2.30 Bankruptcy bldgs, Lincoln's inn
HOOPER, JOHN DAVID, St Swithin's lane May 20 at 1 Bankruptcy bldgs, Lincoln's inn
JOHNSON, JOHN AYERS, Brierley hill, Staffs, Corn Factor May 20 at 2 Thos Wall, Solicitor, Stourbridge
JONES, JOHN MARCHANT, Wells, Somerset, Manager of Beerhouse May 21 at 12.30 Off Rec, Bank chambers, Bristol
KENT, ARTHUR, Ackworth, Yorks, Journeyman Blacksmith May 20 at 11 Off Rec, Bond terrace, Wakefield
KNOTT, WILLIAM, sen, Brettell lane, nr Brierley hill, Staffs, Maltster's Labourer May 20 at 2.15 Thos Wall, Solicitor, Stourbridge
LEVY, ABRAHAM DAVID, Hackney rd, Boot Manufacturer May 26 at 11 33, Carey st, Lincoln's inn
LEWIS, JOHN, Bradford, Tobacconist May 23 at 11 Off Rec, 31, Manor row, Bradford
MOBY, SAMUEL ERNEST, Cambridge, Draper May 20 at 11 Off Rec, 5, Petty Curry, Cambridge
MORRIS, WILLIAM PEEL, Enfield Highway, Builder May 20 at 12 24, Temple chmbrs, Temple avenue
MYERS, JACOB, Southsea, Traveller June 2 at 4 150, Queen st, Portsea
OWEN, ARTHUR, Silloth, Cumberland, Hotel Keeper May 27 at 12 12, Lonsdale st, Carlisle
PANE, LEONARD, and HENRY PANE, late of Deritend, Birmingham, Brass Tube Manufacturers May 23 at 11 25, Colmore row, Birmingham
PANE, HENRY (Separate Estate), Birmingham, Brass Tube Manufacturer May 23 at 11 25, Colmore row, Birmingham
PERRONS, JOSEPH, Basford, Notts, Fish Hawker May 20 at 12 Off Rec, St. Peter's Church walk, Notts
REYNOLDS, THOMAS, Kidwelly, Carmarthenshire, Draper May 20 at 11 Off Rec, 11, Quay st, Carmarthen
ROWNTREE, WILLIAM LITTLE, Howden, Yorks, late Printer May 22 at 11.30 Off Rec, Trinity House lane, Hull
SMITH, JAMES, Ashley, Box, Wilts, Butcher May 22 at 1 1, Abbey st, Bath
THOMAS, JAMES, and ARTHUR TREVOR ROBERTS, Cardiff, General Carriers May 20 at 10.30 Off Rec, 29, Queen st, Cardiff
THOMPSON, ROBERT, Heads Nook, nr Carlisle, Tailor May 23 at 12 12, Lonsdale st, Cardiff
THORPE, GEORGE, Kingston upon Hull, Builder May 22 at 11 Off Rec, Trinity House lane, Hull
VOGT, HENRY CHARLES, Turin st, Bethnal Green rd, Baker May 23 at 12 33, Carey st, Lincoln's inn fields
WALLIS, H. E., Holborn circus May 21 at 12 33, Carey st, Lincoln's inn fields
WHELLER, RICHARD, Glastonbury, Farmer May 21 at 12 Off Rec, Bank chmbrs, Bristol
WRIGHT, JOHN, Cannock, Staffs, Butcher June 11 at 10.45 Off Rec, Walsall

ADJUDICATIONS.

ATKINSON, HENRY, Southwick, Durham, Market Gardener Sunderland Pet March 22 Ord May 9
BRAY, ROBERT, Holme, Lincs, Farmer Gt Grimsby Pet May 8 Ord May 9
BULLIVANT, RICHARD ARTHUR, Leeds, Architect Leeds Pet May 9 Ord May 9
COGSWELL, J.M., sen. Purley, Surrey, Builder Croydon Pet March 25 Ord May 9
COOPER, GEORGE, Leatherhead, Surrey, Plumber Croydon Pet April 24 Ord May 10
CORBETT, JOHN, Catherine st, Buckingham gate, Publican High Court Pet April 18 Ord May 9
CRANSTON, GEORGE, Longsight, Manchester, Travelling Draper Manchester Pet April 23 Ord May 8
CROFT, THOMAS HENRY, Clay Cross, Derbyshire, Baker Chesterfield Pet April 22 Ord May 7
CURTIS, WILLIAM, Kingston upon Hull, Bricklayer Kingston upon Hull Pet May 9 Ord May 9
DRAKEFORD, JOSEPH, Oxford, Accountant Oxford Pet April 18 Ord May 9
FLANAGAN, JOHN, Leicester, Cattle Dealer Leicester Pet April 19 Ord May 8
FORD, FREDERICK HENRY ALFRED, late Commercial rd High Court Pet May Ord May 9
GREAVES, JAMES, Birkenhead, Boiler Maker Birkenhead Pet April 21 Ord May 8
HAIGH, EDWARD, Shelf, Yorks, late Innkeeper Bradford Pet May 9 Ord May 9
HARRIS, DAVID, Ewhurst, Sussex, Butcher Hastings Pet May 9 Ord May 9
HOLDEN, RALPH, Southport, Grocer Liverpool Pet May 10 Ord May 10
HOOK, GEORGE EMANUAL SAMUEL LUPINO, Birmingham, Pantomimist Birmingham Pet May 7 Ord May 8
HUNT, JAMES JOHN, Norwich, Confectioner Norwich Pet March 31 Ord May 8
JAY, CHARLES, Hagley, Herefordshire, Coal Merchant Hereford Pet March 18 Ord May 9
JONES, JOHN EDWARD, Aberavon, Glam, Grocer Neath Pet May 8 Ord May 9
JONES, JOHN MARCHANT, Wells, Somerset, Manager of Beer House Frome Pet May 6 Ord May 8
KEENE, CHARLES AUGUSTUS, Armley, Leeds, Prison Governor Leeds Pet May 8 Ord June 18
KENT, ARTHUR, Ackworth, Yorks, Journeyman Blacksmith Wakefield Pet May 7 Ord May 8
LUSH, JOHN, Bradford, Tobacconist Bradford Pet May 8 Ord May 9
MARTIN, ROBERT, Liverpool, formerly Builder Liverpool Pet April 15 Ord May 8
MEATS, WILLIAM, Clacton on Sea, Essex, Engineering Contractor Colchester Pet May 6 Ord May 8
MELLORS, HERBERT CHARLES, late of Burton on Trent, Builder Burton on Trent Pet April 23 Ord May 8
MITCHELSON, HENRY, Squires Mount cottages, Hampstead Heath, late Bank Clerk High Court Pet May 6 Ord May 10
MOBY, SAMUEL ERNEST, Cambridge, Draper Cambridge Pet May 9 Ord May 9
MORRIS, ARTHUR, sen, Carlton, Notts, General Carter Nottingham Pet May 9 Ord May 9
MORRIS, RICHARD OSCAR, Stratford upon Avon, Gunsmith Warwick Pet March 18 Ord May 7
MYERS, JACOB, Southsea, Traveller Portsmouth Pet May 8 Ord May 8
OWEN, ARTHUR, Silloth, Cumberland, Hotel Keeper Carlisle Pet May 8 Ord May 9
PUGH, HENRY, West Felton, Salop, Grocer Wrexham Pet April 12 Ord May 8
RUTTER, THOMAS, Stockton on Tees, Weighman Stockton on Tees Pet May 9 Ord May 9
SCARBER, ROBERT, High st, Borough, Ironmonger High Court Pet April 1 Ord May 8
SEYMOUR, HENRY, Newington green rd, Sign Writer High Court Pet April 16 Ord May 9
SPANTON, CHARLES, jun. Vauxhall Bridge rd, Timber Merchant High Court Pet March 11 Ord May 8
THOMAS, WALTER DAVID, Swansea, Grocer Swansea Pet May 10 Ord May 10
WHITTAKER, WILLIAM, Warrington, Fishmonger Warrington Pet May 7 Ord May 8
WILES, HENRY, Bedford, Tailor Bedford Pet May 8 Ord May 9
WORTHAM, HALE, Portobello rd, Tripe Seller High Court Pet May 8 Ord May 8
WRIGHT, FREDERICK ARTHUR, and MARY JANE WRIGHT, Wombwell, Yorks, Grocers Barnsley Pet May 8 Ord May 9
The following amended notice is substituted for that published in the London Gazette of May 9.
THOMPSON, ROBERT, Nook, Carlisle, Tailor Carlisle Pet May 7 Ord May 7

SALES OF ENSUING WEEK.

May 21.—Messrs. BAKER & SONS, at the Mart, E.C., Shop Property (see advertisement, May 10, p. 4.)
May 21.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, an entire Freehold Share in the King's Moiety of the Estates and Interests in the New River (see advertisement, May 10, p. 4.)
May 22.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock. Leasehold Property (see advertisement, May 3, p. 4).
May 23.—Messrs. GLASIER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Residence (see advertisement, May 10, p. 4).
May 30.—Messrs. DUNN & SOMAN, at the Mart, E.C., at 2 o'clock, Freehold Rent Charges (see advertisement, May 3, p. 4.)

LAW.—Wanted (in a Country Solicitor's Office), a Clerk to take sole charge of the Magistrates' Clerks' Business. He should be a good and quick writer, accurate accountant, and prepared to make himself generally useful; one able to advise Magistrates in the absence of the principal preferred; age not to exceed 26; state qualifications, references, and salary required.—Apply, by letter, to X. R. N., care of Messrs. Dunn & Duncan, 87, Chancery-lane, London, W.C.

WANTED, a Managing Clerk, not admitted, but competent to conduct conveyancing matters, with slight supervision; age under 40.—Apply, by letter, stating, salary, references, &c., to L. M. T., care of Messrs. Waterlow & Sons, 49 and 50, Parliament-street, S.W.

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